



# County of Fairfax, Virginia

## AMENDMENT

Date: August 12, 2024

### AMENDMENT NUMBER 6

CONTRACT TITLE: Procurement Card Services

CONTRACTOR

JPMorgan Chase Bank, N.A.  
10 S. Dearborn, 6<sup>th</sup> FL  
Mail Code IL1-0286  
Chicago, IL 60603-2300

VENDOR CODE

1000011438

CONTRACT NUMBER

4400007090

By mutual agreement, Contract 4400007090 is amended as follows:

1. To renew for two (2) years at existing prices, terms and conditions, effective August 15, 2024 through August 14, 2026. This is the third of three (3) renewal options.
2. To incorporate the attached Seventh 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 prices, terms and conditions remain the same.

ACCEPTANCE:

BY: Prat Kata  
(Signature)  
Prat Kata  
(Printed)

DocuSigned by:  
Lee Ann Pender  
E239B762E600465  
8/12/2024

Lee Ann Pender, CPPB  
Acting Director/County Purchasing Agent

Vice President  
(Title)  
8/7/2024  
(Date)

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

Amendment 6  
4400007090

**DISTRIBUTION**

Contractor - [patricia.b.atkins@ipmchase.com](mailto:patricia.b.atkins@ipmchase.com)

Contractor - [markita.l.heard@ipmchase.com](mailto:markita.l.heard@ipmchase.com)

DPMM – Ron Shoram

DPMM – Vicki Wilkerson

DPMM – Christopher McGough

FCPS – Matt Gossage

Contract Specialist – Lawrence Costanzo

## SEVENTH AMENDMENT TO MASTER COMMERCIAL CARD AGREEMENT

THIS SEVENTH 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 07/16, 2024 (the "Execution Date") and is effective as of August 15, 2024 (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, 2024, and will expire August 14, 2026. This is the third of three (3) renewal options.
3. **Amendment.** Section 6 of Exhibit 1 to the Master Terms is hereby deleted in its entirety and replaced with the following Section 6 of Exhibit 1 to the Master Terms.

### 6. SETTLEMENT TERMS

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms for the Client's U.S. Purchasing Card Program are 7 & 7 or 14 & 14. Settlements Terms for the Client's U.S. One Card Program are 14 & 14 or 30 & 14. Settlement Terms for Client's U.S. Virtual Card Program are 7 & 7 or 30 & 14. Settlement Terms for the Client's Corporate Card Program are 30 & 25.

Consortium Participants (excluding the Client) have the option to elect 7 & 1, 7 & 7, 14 & 7, 14 & 14, 30 & 1, 30 & 7, 30 & 14, and 30 & 25 for the U. S Purchasing Card, U.S. One Card, and U.S. Corporate Card Programs. Participants have the option to elect 7 & 7 and 30 & 14 for the U.S. Virtual Card Programs, where applicable. Such Consortium Participant's Program Settlement Terms election will be determined at time of each respective program implementation process.

4. **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, U.S. Purchasing Card and U.S. Corporate Card Programs implemented on PaymentNet reporting system and TSYS processor prior to August 14, 2016:

#### STANDARD SERVICES AND FEES

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

#### 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.

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

**STANDARD SERVICES AND FEES**

<b>Late payment fee</b>	<b>Central bill: None</b>
<b>Delinquency/Finance charge</b>	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.
<b>International transaction</b>	<b>1% surcharge</b>
<b>Standard card</b>	<b>\$0.00</b>

**ADDITIONAL SERVICES AND FEES**

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

**TECHNOLOGY SERVICES AND FEES**

<b>File Transfer using FTP</b>	<b>\$300 one time setup fee</b>
<b>Data file fees (T&amp;E expense system feeds, SAP, SmartLink, etc.)</b>	<b>\$50 per month</b>

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

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

**STANDARD SERVICES AND FEES**

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

**ADDITIONAL SERVICES AND FEES**

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

**TECHNOLOGY SERVICES AND FEES**

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

5. **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, U.S. Corporate Card, and U.S. Purchasing Card Programs implemented on PaymentNet reporting system and TSYS processor after August 14, 2016.

**STANDARD SERVICES AND FEES**

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

**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

**TECHNOLOGY SERVICES AND FEES**

Custom reporting/mapper/ programming	\$175 per hour (\$1,000 minimum)
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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, U.S. Corporate Card and U.S. Purchasing Card programs implemented on Smartdata (SDG2) reporting system and TSYS processor after August 14, 2016.

**STANDARD SERVICES AND FEES**

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 Virtual Card Transactions on Visa 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

**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.

6. **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.
7. **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.

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

DocuSigned by:  
**JPMORGAN CHASE BANK, N.A.**  
*Carl Iovinelli*  
By Carl Iovinelli  
Name Carl Iovinelli  
Title ED Commercial Card Client Success

**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**  
By *Lee Ann Pender*  
Name Lee Ann Pender  
Title Director

**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.

By *Phil Leung Chan*  
Name PHIL CHAN  
Title Program Administrator

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