



CONTRACT NO. 1206

DATE OF AWARD: 11/11/11

### CONTRACT FOR SERVICE

**Service Description:** Procurement Card Program and Related Services for V.A.L.U.E. (Volume Acquisition of Large and Uniform Expenditures) and WAPP (Wisconsin Association of Public Purchasers) agencies, including Waukesha County.

**Time of Performance:** Implementation services to commence upon execution of contract. Card Services will be for the period 3/1/12 thru 2/28/17 with the exception of new customers, who may commence card usage upon completion of implementation.

**Total Amount of Contract:** Rebates to be provided in accordance with the CONTRACTOR'S Response dated 10/13/11

The parties to this Contract are JPMorgan Chase Bank, N.A. (hereinafter referred to as the "CONTRACTOR"), and the Participating Agencies as defined in Waukesha County's RFP 1206 (hereinafter referred to as the "PA's").

The terms "PA" and "PA's" are intended to include all participating agencies listed in the RFP documents, as well as any additional agencies choosing to "piggyback" off this contract. Where Waukesha County appears, the term is intended to be exclusive to the municipal entity, Waukesha County.

Performance and schedules will be approved by: Each PA's designated representative. For Waukesha County, Cindy Greco, Principal Buyer.

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) Has been notified in writing to commence the Performance of Services, or (b) Has received from Waukesha County an original of the Contract that is complete and fully executed.

In reliance on the CONTRACTOR'S representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, the PA's agree to engage the CONTRACTOR as an independent contractor and not as an employee of the PA to perform those services, all in accordance with the terms and conditions of this Contract.

- I. **REQUIREMENTS:** The CONTRACTOR is required to
  - A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated herein.

- B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. Comply with time schedules and payment terms.

II. **SCOPE OF SERVICES:** (To include specific duties and responsibilities, deliverables, time schedules, deadlines and approval requirements).

**CONTRACTOR** will provide the services as stated in Waukesha County's Request for Proposal (RFP) No. 1206 dated 9/20/11 inclusive of Amendment 1 dated 9/28/11 and Appendix A – Agency Information, herein attached and incorporated by reference as Attachment A, and in accordance with **CONTRACTOR'S** proposal dated 10/13/11, herein attached and incorporated by reference as Attachment B.

The term Contract Administrator refers to the Principal Buyer at Waukesha County who serves as the Contract Administrator for the program as a whole. This includes being the point of contact for global program changes, contractual issues, etc.

**CONTRACTOR** understands and agrees that:

1. In order to allow an agency to participate in this Contract, the agency must be a member of either the V.A.L.U.E. or WAPP organization. Verification of membership will be provided by the Contract Administrator.
2. There are no minimum charge requirements or card issuance requirements to participate; however, pursuant to the terms of the **CONTRACTOR'S** proposal, PA's must meet the Bank's credit criteria
3. PA's may implement the single use account program at any time during the Contract period.
4. PA's may elect any available billing and payment cycles available.
5. Upon execution of the Commercial Card Classic Agreement negotiated specific to this Contract, Reference Attachment C, a PA will be considered added and the Contract Administrator notified.
6. Upon execution of the aforementioned agreement, **CONTRACTOR** will commence implementing agencies without an existing program and work with existing customers to begin any transition process necessary.
7. They will provide an implementation specialist for each PA to assist in the implementation/transition process, including if and when a single use account program is implemented. This implementation specialist will remain available through each PA's first billing cycle.
8. They will provide training in the manner designated by the PA including on-site training when requested.
9. All new programs will be set up on **CONTRACTOR'S** new platform, SDOL Gen2. Existing programs will mutually agree upon the time-frame for transitioning to the new platform. **CONTRACTOR** will contact each PA no later than April 30, 2012, to discuss their anticipated transition timeline. PA reserves the right to initiate contact anytime after Contract execution and prior to the aforementioned date if they wish to commence this process earlier.
10. They will provide a demonstration of the new platform within ten days of PA's request.
11. Card commencement dates for any PA who does not currently have a credit card program or is transitioning from another program, will be mutually agreed upon by the **CONTRACTOR** and PA provided, however, that all card services and use shall end on 2/28/17 regardless of the commencement date; unless this Contract is extended in accordance with Attachment A.

12. They will provide toll-free numbers and email addresses for the PA's program coordinators for cardholder issues and technical assistance with the online system that are available Monday thru Friday from 7:00 a.m. through 7:00 p.m. CST or CDT whichever is in effect.
13. They will provide a toll-free number for cardholder customer service representatives. The toll-free numbers for cardholders will be available 24 hours a day, seven days a week.
14. A designated Relationship Manager, along with a designated back-up to work with PA's program coordinators, will be provided for this program. Email address and toll-free phone numbers will be given to each PA at the time the Commercial Card Application is executed or implementation commences; whichever is earlier.
15. All calls or emails made to CONTRACTOR'S program coordinator team and technical assistance team will be responded to by the end of the business day if received before 12:00 p.m. CST or CDT, whichever is in effect, or the next business day if received after 12:00 p.m. CST or CDT, whichever is in effect; via telephone call or e-mail. The response will acknowledge receipt and the CONTRACTOR's timeline for resolution.
16. Provide explanations and mathematical examples if necessary of the rebate proposal to any requesting PA.
17. They will host one user group session for all PA's to attend each Contract year at no cost to the participants with the date and location to be mutually agreed upon with the Contract Administrator.
18. They will provide one on-site program review per Contract year at the request of the PA to provide recommendations for program expansion, as well any other issues brought forth by the PA.
19. They will suppress mailing of statements at the option of each PA to avoid potential security issues related to the complete account code appearing on the hard copy statement.
20. For purposes of monitoring the rebate for all PA's, CONTRACTOR will provide two reports to the Contract Administrator within a reasonable timeframe not to exceed 30 days after each quarter as defined by the Contract Year. One report will identify current PA's, their contact information including the PA's program coordinator's name, title, phone number and email address and start date of card usage. The second report will identify by PA their total spend to date broken down by spend on p-card and spend on single use accounts where applicable and speed of pay. Spend on single use accounts will be further broken down by small and large ticket spend. Reports will be sent via email in Excel format.

CONTRACTOR further agrees that the following reports are valuable to PA's for managing their respective programs:

- List of Active/Inactive Cards excluding canceled or closed accounts.
- List of Dormant Cards excluding canceled or closed accounts.
- Report based on a user defined time period that shows all single transactions made with totals by billing cycle for the purpose of maintaining card limits appropriate to usage. This report must also exclude canceled or closed accounts.

The Contract Administrator will assist the CONTRACTOR in identifying one program-wide set-up for these three (3) reports. If the CONTRACTOR fails to have the aforementioned reports available by 3/1/12 and delivered beginning within ten (10) business days after close of the first month of the new contract period and each month thereafter until such time as the PA can execute the report on SDOL, the CONTRACTOR will add to each PA's rebate the following amounts per monthly period that the report(s) are not available to compensate the PA's for the time required to create these reports manually:

| PA's with Spend*: | Amount Assessed |
|-------------------|-----------------|
| 10M and above     | \$570           |
| 7.5M to 9.99M     | \$428           |
| 5M to 7.49M       | \$285           |
| 2.5M to 4.99M     | \$143           |
| 2.49M and below   | \$57            |

\*Spend is based on the annualized spend for each Contract year; i.e. not the estimated spend provided in Attachment A, If a PA is newly implemented during a contract year, the rebate amount per report will be based upon a fully utilized 3 month spend period that will then be annualized to determine a project spend level for compensation purposes.

### III. SPECIFIC CONDITIONS OF PAYMENT:

Each PA will determine their individual method of payment for their billing statements. PA understands that the due date selected is based on the billing cycle close date and that there are additional rebate incentives for speed of pay. For purposes of clarity and as an example only, if a 30 day billing cycle closes on the 15<sup>th</sup> of the month and a 14 day payment cycle is selected; your payment is due on the 29<sup>th</sup>. If over the course of any Contract year the average days that payment is made in are 7, an additional 1 basis point per each day for a total of 7 basis points will be added to the PA's rebate.

Payment of rebates achieved by the Participating Agencies will be paid within ninety (90) days after the end of each Contract year in accordance with Attachment D – Wisconsin Municipalities Financial Offering.

### IV. REPORTS:

- A. The CONTRACTOR agrees to timely submit reports as may be required by the PA.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the PA, which shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the PA.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the PA upon termination.

**V. TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in the light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the PA, should the Contract not be completed by the date specified, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any necessary amendments to this Contract.

### VI. CONDITIONS OF PERFORMANCE AND COMPENSATION:

- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

- B. **Place of Performance** – The PA shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The PA agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on Page 1 under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on Page 1. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section III., Specific Conditions of Payment. Section 66.0135, Wisconsin Statutes will apply to any late payments by the PA, except as provided by Section XXII.
- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the PA. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the PA for the acts and omissions of his subcontractors and or persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

VII. **DISPUTES:** In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Waukesha County Risk/Purchasing Manager or her designee prevails.

VIII. This section intentionally omitted.

IX. **REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

X. **SAFETY REQUIREMENTS:** All material, equipment and supplies provided to the PA must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

XI. **VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and the PA and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

XII. **TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, Waukesha County shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination delivered pursuant to Section XXIV. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. Waukesha County may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. Waukesha County shall not unreasonably withhold such permission.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the PA, become the property of the PA.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PA for damages sustained by the PA by virtue of any breach of the Contract by the CONTRACTOR, and the PA may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the PA from the CONTRACTOR is determined.

**XIII. CHANGES:** All changes that are mutually agreed upon by and between the PA and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to the Contract.

**XIV. WAIVER:** One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

**XV. PERSONNEL:**

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have a contractual relationship with the PA.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

**XVI. ASSIGNMENT:** The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the PA. Claims for money due or to become due to the CONTRACTOR from the PA under this Contract may be assigned to a bank, trust company or other financial institution without PA approval; however, notices of any such assignment or transfer shall be furnished promptly to the PA.

**XVII. RECORDS:**

- A. **Establishment and Maintenance of Records** - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized.
- B. **Documentation of Cost** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

**XVIII. AUDITS AND INSPECTIONS:** In the event that the PA deems it necessary to conduct an audit or inspection, CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the PA and in the form required by the PA, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CONTRACTOR'S custody or control pertinent to this Contract.

CONTRACTOR shall provide the PA's inspectors or auditors access to all property, equipment and facilities in CONTRACTOR'S custody or control related to the services provided or purchased under this Contract. CONTRACTOR shall be expected to provide, at CONTRACTOR'S expense, reasonable time by CONTRACTOR'S personnel as may be required for the PA's inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

**XIX. CONFLICT OF INTEREST:**

- A. **Interest in Contract** - No officer, employee or agent of the PA who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials** - No member of the governing body of the locality, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees** - If CONTRACTOR is aware or becomes aware that any person described in Sections XIX, A. and B. has any personal financial interest, direct or indirect, in this Contract; CONTRACTOR shall immediately disclose such knowledge to the PA. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

**XX. DISCRIMINATION PROHIBITED:**

- A. CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state, or use or nonuse of lawful products off the employer's premises during nonworking hours. CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by sec. 111.335, Wis. Stats.
- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**XXI. INSURANCE:**

- A. The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as required by the PA during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance shall be issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the PA. Such insurance should be primary. CONTRACTOR shall furnish the PA with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and name the PA, its boards, commissions, agencies, officers, employees and representatives as additional insured and provide for thirty (30) days advance notice of any change, cancellation or non-renewal during the term of the Contract.
- C. The CONTRACTOR shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the PA.
- D. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the PA's discretion.

**XXII. FORCE MAJEURE:**

- A. If the performance of any part of this Contract by CONTRACTOR is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, CONTRACTOR shall immediately give notice to the PA of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the PA may, by giving written notice, terminate this Contract.
  
- B. If the ability of the PA to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the PA shall immediately give notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by PA due to circumstances under this paragraph.

**XXIII. OTHER PROVISIONS:**

- A. **Publicity Releases** - CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the PA.
  
- B. **Independent Contractor** - CONTRACTOR agrees that it is working in the capacity of an Independent Contractor with respect to the services provided. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties.

**XXIV. NOTICES:** Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

JPMorgan Chase Public Sector  
Attn: Peter Pulos, Treasury Manager  
111 E. Wisconsin Ave., Floor 15  
Milwaukee, WI 53202

and to WAUKESHA COUNTY at:

Waukesha County Purchasing Division  
Attn: Cindy Greco, CPPB  
Administration Center, Room 310  
515 W. Moreland Blvd.  
Waukesha, WI 53188

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

WAUKESHA COUNTY  
MANAGER OF RISK/PURCHASING

  
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Laura Stauffer, CPCU, ARM

Date: 1/31/12

**Distribution:**

- Original – Risk/Purchasing
- Copy 1 – Contractor
- Copy 2 – Department

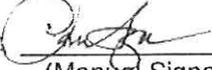
CONTRACTOR (To be signed by the person authorized to legally bind your firm to this Contract.)

Firm: JPMORGAN CHASE BANK, N.A.

Address: 300 S. RIVERSIDE PLAZA, 9<sup>TH</sup> FLOOR

City/State: CHICAGO, IL

Zip Code: 60606

BY:   
(Manual Signature Required)

TITLE: Vice President

DATE: 1/31/2011

