

State of Washington
 DEPARTMENT OF GENERAL
 ADMINISTRATION

Office of State Procurement
 Rm. 201 General Administration Building, P.O. Box 41017 •
 Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.ga.wa.gov>

CONTRACT AMENDMENT

Contract Number:

04298

Date Issued:

Nov. 28, 2007

Amendment Number:

6th

Date Effective:

Jan. 1, 2008

This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

Purpose:

SIXTH AMENDMENT TO
 CONTRACT 04298

THIS SIXTH AMENDMENT (the "Amendment") to Contract 04298 Credit Card Services (the "Agreement") dated as of November 1, 1999, as amended, modified or replaced between JPMorgan Chase Bank, N.A. (the "Bank"), and State of Washington, Department of General Administration, Office of State Procurement (hereinafter called "OSP") is made November 28, 2007 and is effective January 1, 2008 (the "Effective Date").

The Bank and OSP 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. Term. The term of this Agreement will be as follows:

"The Contract will be extended from January 1, 2008 through October 31, 2009 with no extension options remaining."

3. Amendment. Exhibit B of the Agreement under Incentives is hereby modified to replace the 'Grid 2' with the following new 'Grid 2':

Average Fileturn	Average Annual Net Spend per Card				
	\$ 4,000	\$ 6,000	\$ 8,000	\$ 10,000	\$ 12,000
20 Days or less	0.34%	0.55%	0.66%	0.72%	0.76%
21-25 Days	0.27%	0.47%	0.57%	0.63%	0.68%
26-30 Days	0.18%	0.38%	0.49%	0.55%	0.59%
31-35 Days	0.09%	0.30%	0.40%	0.46%	0.50%
36-40 Days	0.007%	0.22%	0.32%	0.38%	0.42%

4. Amendment. Exhibit B of the Agreement, the fourth paragraph under 'Incentives' is hereby restated to read as follows:

"All Losses that exceed any individual Authorized User's Authorized Purchase Incentive will be aggregated for purposes of determining the total of all excess Losses ("Excess Losses"). All such Excess Losses will be deducted from the Net OSP Incentive. Excess Losses that would reduce the Net OSP Incentive below the Base Level Incentive will be written off by the Contractor.

The Bank will send checks for incentives of \$1,000 and above and issue a credit to the State of Washington Authorized User account(s) for amounts \$100 to \$999. Amounts under \$100 will be added to the Net Incentive of OSP."

5. Amendment. Exhibit B of the Agreement, under 'Card Fees' is hereby modified to delete all references to Card Fees in their entirety:

6. Amendment. A new Section 46. under 'Contract Specifics' entitled Non-Exclusivity is hereby added to the Agreement to read as follows:

"Non-Exclusivity - Bank will allow OSP and Authorized Users to migrate to another Card Issuer during the contract extension term beginning January 1, 2008 through October 31, 2009."

7. Acknowledgement. Grid 1, under Incentives of Exhibit B of the Agreement and also shown below will be utilized exclusively for calculation purposes during the period of January 1, 2009 through October 31, 2009 and will be paid at OSP level only.

Average Fileturn	Average Annual Net Spend per Card				
	\$ 4,000	\$ 6,000	\$ 8,000	\$ 10,000	\$ 12,000
20 Days or less	0.47%	0.77%	0.91%	1.00%	1.05%
21-25 Days	0.37%	0.65%	0.79%	0.88%	0.94%
26-30 Days	0.25%	0.53%	0.68%	0.76%	0.82%
31-35 Days	0.13%	0.42%	0.56%	0.64%	0.70%
36-40 Days	0.01%	0.30%	0.44%	0.53%	0.58%

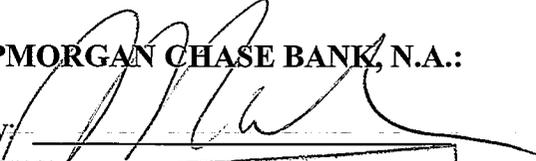
8. Acknowledgement. The following stipulation applies to incentives paid after the term of the Agreement:

"Incentive amounts are subject to reduction by all Losses. Upon termination of the card program, actual Losses through December 31, 2009 will be deducted from the Incentive and paid within 90 days thereafter."

9. 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.

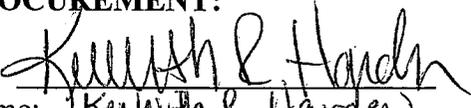
IN WITNESS WHEREOF, the Bank and the State of Washington have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

JPMORGAN CHASE BANK, N.A.:

By: 
Name: _____
Title: _____

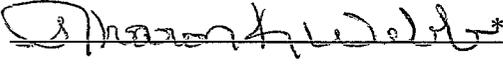
Madeleine N. Pember Vice President

**STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION, OFFICE OF STATE
PROCUREMENT:**

By: 
Name: Kenneth R. Harden
Title: ASST. Director

Bank Attestation:

The undersigned, a duly authorized officer or representative of the Bank, does hereby certify that the Bank has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Bank, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Bank possessing authority to execute this Amendment.

By: 
Name: Sharon K. Webb
Title: Vice President

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

OSP Attestation:

The undersigned, a duly authorized officer or representative of OSP, does hereby certify that OSP has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of OSP, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of OSP possessing authority to execute this Amendment.

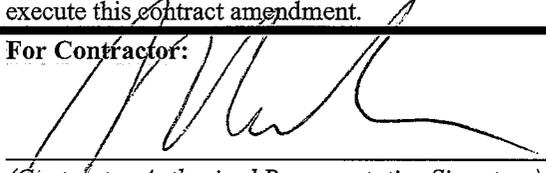
By: Steve Kryeger *
Name: 
Title: Unit Manager

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

Item and Price Adjustments

Authorizing Signatures

This contract amendment, consisting of 4 pages is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor:		For State:	
			
<i>(Contractor Authorized Representative Signature)</i>		<i>(Procurement Coordinator Signature)</i>	
	<i>(Date)</i>		<i>(Date)</i>
	Madeleine N. Pember		<i>(Print Name)</i>
Telephone No.	(312) 954-3549	Telephone No.	
Email:	Madeleine.N.Pember@jpmchase.com	Email:	

GA Approval *(delete this section if within procurement coordinator's authority)*

OSP Authorizing Manager:	<i>(Print Name)</i>	Date:	
Signature:		Email:	
		Phone:	