

RFS 22-67238 CLARIFICATIONS

INSTRUCTIONS

Please supply requested information in the blue-shaded areas and indicate any attachments that have been included. Where appropriate, supporting documentation may be referenced by specific page and/or paragraph number(s).

Please note failure to accept State of Indiana mandatory contract clauses will put your proposal at risk for disqualification. Failure to meet the State of Indiana’s minimum requirements for services will put your proposal at risk of not being evaluated and/or loss of points.

If any of this response contains confidential information, as defined by IC 5-14-3, provide a separate redacted (for public release) version of this document. Specify which statutory exception of APRA applies and provide a description explaining the manner in which the statutory exception to the APRA applies.

RESPONDENT NAME: JP Morgan Chase Bank, NA

ATTACHMENT B: SAMPLE CONTRACT

SECTION NUMBER	CLARIFICATION QUESTION	RESPONDENT RESPONSE
Master Commercial Card Terms Agreement	The Respondent’s proposal indicates that its Master Commercial Card Terms Agreement be the governing document as opposed to the State’s Terms and Conditions. As explained during the Question and Answer (Q&A) process, utilizing the Respondent’s Agreement in this way is unacceptable to the State. Please confirm your willingness to have the State’s Terms and Conditions be the governing document if the Respondent is awarded this contract.	Bank can agree to use the State’s template Agreement as the controlling document for the Commercial Card Program, as the Bank does today. However, it is Bank’s expectation that the parties will negotiate the terms of the final document in good faith to reach a mutually beneficial agreement. Bank does not waive its right to object to any specific contractual provisions.
10. Compliance with Laws	The suggested changes are not acceptable to the State as this is a mandatory clause, per Section 2.3.5 of the RFS. Please confirm your willingness to leave this section as-is.	Bank can agree to include Provision 10A of State of Indiana’s Agreement, but would like to clarify that Bank can only agree to comply with laws, regulations, rules, etc. that are specific to the Bank and its provision of the Commercial Card Program.

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<p style="text-align: center;">24. Indemnification</p>	<p>The suggested changes are not acceptable to the State as this is a mandatory clause, per Section 2.3.5 of the RFS. Please confirm your willingness to leave this section as-is.</p>	<p>The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract to the extent that such claim arises out of Contractor’s gross negligence or willful misconduct.</p> <p>Notwithstanding the foregoing, the Contractor’s liability pursuant to this Provision shall not exceed two hundred fifty thousand dollars (\$250,000) per incident and five hundred thousand dollars (\$500,000) in the aggregate over the term of the Agreement.</p>
<p style="text-align: center;">45. Termination for Convenience</p>	<p>The suggested changes are not acceptable to the State as this is a mandatory clause, per Section 2.3.5 of the RFS. Please confirm your willingness to leave this section as-is.</p>	<p>Bank can agree to termination provision included in the Client’s current Agreement with the Bank. See Provision 39 and 40 of existing Agreement:</p> <p>39. Termination for Convenience This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual</p>

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		<p>line items if canceled only in part prior to the original termination date.</p> <p>This Contract may be terminated, in whole or in part, by the Contractor whenever, for any reason, the Contractor determines that such termination is in its best interest. Termination of services shall be effected by delivery to the State of a Termination Notice at least one hundred eighty (180) days prior to the termination effective date, specifying the extent to which performance of Procurement Card and Related Services Contract services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination except for any ongoing liability as late transactions post to accounts. The Contractor should be compensated for any late clearing transactions. Should the termination for convenience be executed by the Contractor, the State reserves the right to allow or disallow Contract's participation in future solicitation opportunities.</p> <p>40. Termination for Default</p> <p>A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:</p> <ol style="list-style-type: none">1. Correct or cure any breach of this Contract;2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;3. Make progress so as to endanger performance of this Contract; or4. Perform any of the other provisions of this Contract. <p>B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.</p>
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		<p>C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.</p> <p>D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.</p>
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ATTACHMENT I: MINIMUM REQUIREMENTS

REQUIREMENT NUMBER	CLARIFICATION QUESTION	RESPONDENT RESPONSE
9	<p>Please confirm that you can meet the State’s minimum requirement as written:</p> <p>“Respondents must have an online platform in place with a planned availability of twenty-four (24) hours per day, every day of the year. This is outside of scheduled downtime for maintenance or upgrades.”</p>	<p>J.P. Morgan strives to provide 24/7/365 online platform availability to our clients. In 2021, the online platform availability outside of scheduled downtime has averaged 99.93%.</p>
15	<p>Please confirm that you can meet the State’s minimum requirement as written:</p> <p>“Any credits or payments that are delayed or incorrectly applied by Respondent must not affect the respective account’s file turn or the State’s rebate.”</p>	<p>It is our goal to ensure that the State receive the maximum rebate possible under the program. For payments incorrectly applied or delayed by J.P. Morgan, we will provide an annual miscellaneous credit at rebate year end to reimburse the State.</p> <p>As a best practice, we strongly recommend leveraging one of our semi-automated/automated payment methods.</p>

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32	<p>Please confirm that you can meet the State’s minimum requirement as written:</p> <p>“ System maintenance and upgrades shall be performed with minimum, and with the goal of “no” system interruptions, maintaining or exceeding current 99.9% performance.”</p>	<p>J.P. Morgan has four releases per year to add additional features and to maintain and enhance the application’s underlying technology. The standard downtime for scheduled releases is 48 hours. To minimize client impact, releases are always performed over a weekend. J.P. Morgan’s PaymentNet system has a standing goal of 99.8% uptime.</p>
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