



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
**Delivery Order**

Order Date: 08-23-2022

CORRECT ORDER NUMBER MUST APPEAR  
 ON ALL PACKAGES, INVOICES, AND  
 SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

Order Number:	CDO 0216 0216 FIN2000000001 9	Procurement Folder:	600423
Document Name:	FINANCE THE PURCHASE OF 71 VEHICLES	Reason for Modification:	CHAGE ORDER NO. 1 - VEHICLE BUYOUT
Document Description:	Roll Document from 2020 to 2021		
Procurement Type:	Central Delivery Order		
Buyer Name:	Mark A Atkins		
Telephone:	(304) 558-2307		
Email:	mark.a.atkins@wv.gov		
Shipping Method:	Best Way	Master Agreement Number:	CMA 0209 FAR1700000001 9
Free on Board:	FOB Dest, Freight Prepaid		

VENDOR	DEPARTMENT CONTACT																				
<b>Vendor Customer Code:</b> 000000191232 BANC OF AMERICA PUBLIC CAPITAL CORP PO BOX 100918  ATLANTA GA 303840918 US <b>Vendor Contact Phone:</b> 804-788-3345 <b>Extension:</b>  <b>Discount Details:</b> <table border="1"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			<b>Requestor Name:</b> Kenneth H Yoakum <b>Requestor Phone:</b> (304) 558-2106 <b>Requestor Email:</b> kenny.h.yoakum@wv.gov  <div style="text-align: center; font-size: 2em; font-weight: bold;">23</div> <b>FILE LOCATION</b> _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ACCOUNTING SECTION DEPARTMENT OF ADMINISTRATION  2019 WASHINGTON ST E  PO BOX 50121  CHARLESTON WV 25305-0121  US	FINANCE DIVISION DEPARTMENT OF ADMINISTRATION  BLDG 17  2101 WASHINGTON ST E  CHARLESTON WV 25305  US

<b>Total Order Amount:</b>	\$2,096,834.52
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Purchasing Division's File Copy

ENTERED

<b>PURCHASING DIVISION AUTHORIZATION</b> <b>DATE:</b> 10/24/2022 <b>ELECTRONIC SIGNATURE ON FILE</b>
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<b>ENCUMBRANCE CERTIFICATION</b> <b>DATE:</b> 8/24/2022 <b>ELECTRONIC SIGNATURE ON FILE</b>
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**Extended Description:**

CHANGE ORDER NO. 1  
ISSUED FOR VEHICLE BUYOUT AND REDUCTION IN FUTURE PAYMENTS  
THERE WILL BE A SMALL SAVINGS IN INTEREST  
EFFECTIVE DATE: 09/01/2022

APPENDIX 2017-23

EFFECTIVE DATE: 07/17/2019  
TO FINANCE THE PURCHASE OF 71 VEHICLES.  
AMOUNT TO BE FINANCED: \$2,011,430 WITH THE FIRST PAYMENT OF \$43,685.46 DUE ON 09/01/2019  
FINAL PAYMENT DUE: 08/01/2023  
INTEREST RATE: 2.0429% FOR THE FOLLOWING CDO:  
FLT19\*53

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	84101703	0.00000		\$0.0000	\$1,572,676.71
Service From	Service To	Manufacturer	Model No	Delivery Date	
2019-09-01	2023-08-01				

**Commodity Line Description:** Financing Agreement

**Extended Description:**

APPENDIX 2017-23

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	84101703	0.00000		\$0.0000	\$6,700.48
Service From	Service To	Manufacturer	Model No	Delivery Date	
2019-09-01	2023-08-01				

**Commodity Line Description:** Change Order #1 Appendix 2017-23 Finance of Vehicle Buyout.

**Extended Description:**

Amount of Vehicle Buyout.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	84101703	0.00000		\$0.0000	\$517,457.33
Service From	Service To	Manufacturer	Model No	Delivery Date	
2019-09-01	2023-08-01				

**Commodity Line Description:** Future Payments CO#1 Appendix 2017-23 Finance of Vehicles

**Extended Description:**

REFLECTS NEW AMORTIZATION SCHEDULE FOR FUTURE PAYMENTS AFTER BUYOUT



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
FLEET MANAGEMENT OFFICE  
2101 WASHINGTON STREET, EAST  
P.O. BOX 50121  
CHARLESTON, WEST VIRGINIA 25305-0121

**M E M O R A N D U M**

TO: Patty Johns  
Carrie Looney  
Finance Division

FROM: Stephanie Lane, Fleet Coordinator  
Fleet Management Division

DATE: August 11, 2022

SUBJECT: Request for Title of a Vehicle

The Department of Motor Vehicles is unable to provide us with a clear title to this vehicle which states that the lien holder is as listed below:

Banc of America Public Capitol Corp.

The vehicle is 1FT7W2B60KEG51936 2019 FORD F150.

Please request a lien release for this vehicle which was processed on Appendix #2017-23.

If you have any questions, please feel free to contact me at 304-558-2614. Thank you.



AIG Property & Casualty  
 Charleston, West Virginia  
 P.O. Box 25670  
 Shawnee Mission,  
 Kansas 66225  
 www.aig.com

Jo Jackson  
 Fast Track  
 Claim Representative  
 T 1 304 357 4606  
 F 1 855 400 8629  
 jo.jackson@aig.com

August 10, 2022

Ms. Stephanie Lane  
 Fleet Coordinator  
 WV Department of Administration  
 2101 Washington Street East, Building 17  
 Charleston, West Virginia 25305

RE: Claim Number : 501-946922  
 Insured : WV Department of Administration  
 Date of Loss : June 15, 2022  
 Insured : WV Division of Highways  
 Insured Vehicle : 2019 Ford F250  
 1FT7W2B60KEG51936

Dear Ms. Lane:

AIG Property & Casualty is the claims administrator for National Union Fire Insurance Company of Pittsburgh, PA which issued policy number CA 007030936 to the State of West Virginia / Department of Administration. Please be advised that I am the adjuster handling this claim and all future correspondence should be directed to my attention.

Please be advised the above captioned vehicle sustained damages in the amount of \$34,684.37 deeming the vehicle a total loss. The appraisal is attached for your review and the following is the breakdown:

NADA	\$45,475.00
Mileage	- 700.00
	<u>\$44,775.00</u>
Power Windows	+ 150.00
Power Locks	+ 150.00
Power Mirrors	+ 75.00
Cruise Control	+ 200.00
Steering Touch Control	+ 75.00
Heated Mirrors	+ 75.00
Trailer Package	+ 400.00
Towing	+ <u>4,368.30</u>
	\$50,268.30
Deductible	- <u>1,000.00</u>
	\$49,268.30



The total loss documents will be forthcoming by separate mailing. After receipt of the title and total loss documents, a check will be issued to the WV Department of Administration in the amount of \$49,268.30. We have notified our salvage department to pick up the vehicle.

If you should have any questions regarding this matter, please feel free to contact me.

Very truly yours,

*Jo Jackson*

Jo Jackson  
Claim Representative

Enclosure

cc WV Division of Highways  
Attn: Rosa Fisher, Legal Division  
1900 Kanawha Blvd., East  
Bldg 5 Room 517  
Charleston WV 25305



Mail Code: RI 1-530-01-19  
 3400 Pawtucket Avenue  
 Riverside, RI 02915-5298  
 Fax: 404-532-3742  
 BALCPayoffs@bankofamerica.com

**August 15, 2022**  
**Carrie Looney**  
 carrie.m.looney@wv.gov  
**WEST VIRGINIA WV DEPARTME**

RE: Customer No. 2010269 /Schedule No(s). 00023

**1FT7W2B60KEG51936**

Dear Carrie Looney

Banc of America Public Capital Corp, as Lessor (BAPCC) will allow the partial early termination of the above referenced Lease Schedule(s) (collectively the "Lease") under the following conditions. All capitalized terms used herein and not defined shall have the meanings assigned or referred to them in the Lease.

Provided no Event of Default has occurred and is continuing and Lessee is in full compliance with all other terms of the Lease, BAPCC agrees to terminate the Lease and transfer all of its right, title and interest in and to the equipment covered under the Lease (the "Equipment") o Lessee for the amounts stated below, plus any sales, use, property or excise tax on or measured by such sale, plus any other expenses due or payable in connection with the transfer (collectively, the "Termination Amount").

BAL must receive the following in good funds prior to 5:00 p.m. on

September 1, 2022

Purchase Price	\$	6,700.48
Sales Tax	\$	-
Property Tax	\$	-
Rent due	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>6,700.48</b>

*\*\*\* Payoff assumes receipt of the 9/1/2022 rental payment in full \*\*\**

Upon our receipt of wire transferred funds or certified check in the aforementioned amount, and provided that you are not then in default of any of your obligations to BAPCC, BAPCC will execute any documentation reasonably required to terminate its right, title and interest in and to the Equipment.

BAPCC's interest in the Equipment will be transferred "AS IS, WHERE IS" without representation or warranty of any kind, express or implied, and without recourse to BAPCC except that the Equipment shall be free and clear of all liens created by BAPCC. All taxes and fees collected by BAPCC are estimates; if additional amounts are due, Lessee agrees that it is responsible for and will pay such amounts directly or reimburse BAPCC.

Notwithstanding the above, Lessee hereby acknowledges and agrees that any obligations or indemnities of Lessee which by their terms survive the expiration or termination of the Master Lease or any Lease Schedule thereunder shall continue in full force and effect. Further, any corporate or personal guaranties which relate to the Lease, as well as any and all other obligations which may be outstanding to BAPCC or its affiliates, shall remain in full force and effect with respect to such other obligations, notwithstanding the termination of the Lease. In addition, if a security interest in the Equipment has been granted to BAPCC as security for any obligations owing to BAPCC or its affiliates or assigns other than the Lease, any such grant of security interest shall remain in full force and effect with respect to such other obligations, notwithstanding the termination of the Lease.

Lessee, by paying the above stated amounts, agrees to the terms of this letter and to the partial early termination of the Lease, and releases BAPCC of any and all of its obligations, if any, under the Lease.

If the Termination Amount is not received by BAPCC in accordance with the terms of this letter, the Lease shall continue in full force and effect in accordance with its terms and Lessee shall promptly reimburse BAPCC for any out of pocket expenses BAPCC may have incurred in connection with the partial proposed early termination of the Lease. Nothing contained in this letter shall be deemed a waiver of any rights and remedies BAPCC may have under the Lease, other related documents and instruments or applicable law, all of which rights and remedies are expressly reserved.

If you should have any questions or if we may be of further service, please feel free to contact us at [BALCPayoffs@bankofamerica.com](mailto:BALCPayoffs@bankofamerica.com).

Very truly yours,

Banc of America Public Capital Corp,

By: *Willie Nesmith*  
Willie Nesmith  
Operations Consultant

**Please wire transfer the above amounts as follows.**

Bank: Bank of America  
ABA #: 0260-0959-3  
For the account of: Banc of America Leasing & Capital, LLC  
Account No.: 12334-01992  
Reference: Customer No. 2010269 /Schedule No(s). 00023  
Upon receipt Notify: Willie Nesmith

**Remit payment by check to:**

Banc of America Leasing & Capital, LLC  
PO Box 100918  
Atlanta, GA 30384-0918  
Ref: Customer No. 2010269 /Schedule No(s). 00023  
Upon receipt Notify: Willie Nesmith

**Remit payment by overnight(UPS, FedEX) to:**

Bank of America Lockbox Service  
Banc of America Leasing & Capital, LLC  
Lockbox 100918  
6000 Feldwood Road  
College Park, GA 30349  
Ref: Customer No. 2010269 /Schedule No(s). 00023  
Upon receipt Notify: Willie Nesmith

Rate Period: Monthly  
 Nominal Annual Rate: 2.0429%

FIN 22\*8 2017-23

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	7/17/2019	2,011,430.00	1		
2 Payment	9/1/2019	43,685.46	37	Monthly	9/1/2022
3 Payment	9/1/2022	6,700.48	1		
Principal First Allocation					
4 Payment	10/1/2022	43,070.17	11	Monthly	7/1/2023

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest	Principal	Balance	Principle	Interest
Loan	7/17/2019				2,011,430.00		
1	9/1/2019	43,685.46	4,953.50	38,731.96	1,972,698.04		
2	10/1/2019	43,685.46	3,312.35	40,373.11	1,932,324.93		
3	11/1/2019	43,685.46	3,244.56	40,440.90	1,891,884.03		
4	12/1/2019	43,685.46	3,176.65	40,508.81	1,851,375.22		
5	1/1/2020	43,685.46	3,108.64	40,576.82	1,810,798.40		
6	2/1/2020	43,685.46	3,040.50	40,644.96	1,770,153.44		
7	3/1/2020	43,685.46	2,972.26	40,713.20	1,729,440.24		
8	4/1/2020	43,685.46	2,903.90	40,781.56	1,688,658.68		
9	5/1/2020	43,685.46	2,835.42	40,850.04	1,647,808.64		
10	6/1/2020	43,685.46	2,766.83	40,918.63	1,606,890.01		
11	7/1/2020	43,685.46	2,698.12	40,987.34	1,565,902.67	<b>FY2020</b>	445,527.33
12	8/1/2020	43,685.46	2,629.30	41,056.16	1,524,846.51		
13	9/1/2020	43,685.46	2,560.36	41,125.10	1,483,721.41		
14	10/1/2020	43,685.46	2,491.31	41,194.15	1,442,527.26		
15	11/1/2020	43,685.46	2,422.14	41,263.32	1,401,263.94		
16	12/1/2020	43,685.46	2,352.86	41,332.60	1,359,931.34		
17	1/1/2021	43,685.46	2,283.46	41,402.00	1,318,529.34		
18	2/1/2021	43,685.46	2,213.94	41,471.52	1,277,057.82		
19	3/1/2021	43,685.46	2,144.30	41,541.16	1,235,516.66		
20	4/1/2021	43,685.46	2,074.55	41,610.91	1,193,905.75		
21	5/1/2021	43,685.46	2,004.68	41,680.78	1,152,224.97		
22	6/1/2021	43,685.46	1,934.70	41,750.76	1,110,474.21		
23	7/1/2021	43,685.46	1,864.59	41,820.87	1,068,653.34	<b>FY2021</b>	497,249.33
24	8/1/2021	43,685.46	1,794.37	41,891.09	1,026,762.25		
25	9/1/2021	43,685.46	1,724.03	41,961.43	984,800.82		
26	10/1/2021	43,685.46	1,653.58	42,031.88	942,768.94		
27	11/1/2021	43,685.46	1,583.00	42,102.46	900,666.48		
28	12/1/2021	43,685.46	1,512.31	42,173.15	858,493.33		
29	1/1/2022	43,685.46	1,441.49	42,243.97	816,249.36		
30	2/1/2022	43,685.46	1,370.56	42,314.90	773,934.46		
31	3/1/2022	43,685.46	1,299.51	42,385.95	731,548.51		
32	4/1/2022	43,685.46	1,228.34	42,457.12	689,091.39		
33	5/1/2022	43,685.46	1,157.05	42,528.41	646,562.98		
34	6/1/2022	43,685.46	1,085.64	42,599.82	603,963.16		
35	7/1/2022	43,685.46	1,014.11	42,671.35	561,291.81	<b>FY2022</b>	507,361.53
36	8/1/2022	43,685.46	942.46	42,743.00	518,548.81		
37	9/1/2022	43,685.46	870.69	42,814.77	475,734.04		85,557.77
Payoff	9/1/2022	6,700.48	0.00	6,700.48	469,033.56	<b>Buyout</b>	6700.48
38	10/1/2022	43,070.17	787.55	42,282.62	426,750.94		
39	11/1/2022	43,070.17	716.56	42,353.61	384,397.33		
40	12/1/2022	43,070.17	645.44	42,424.73	341,972.60		
41	1/1/2023	43,070.17	574.20	42,495.97	299,476.63		
42	2/1/2023	43,070.17	502.85	42,567.32	256,909.31		
43	3/1/2023	43,070.17	431.38	42,638.79	214,270.52		
44	4/1/2023	43,070.17	359.78	42,710.39	171,560.13		
45	5/1/2023	43,070.17	288.07	42,782.10	128,778.03		
46	6/1/2023	43,070.17	216.23	42,853.94	85,924.09		
47	7/1/2023	43,070.17	144.27	42,925.90	42,998.19	<b>FY2023</b>	426,035.37
48	8/1/2023	43,070.17	71.98	42,998.19	0.00	<b>FY2024</b>	42,998.19
Grand Totals			<b>85,404.37</b>	<b>2,011,430.00</b>			<b>2,011,430.00</b>
							<b>85,404.37</b>