



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1372040  
 Procurement Type: Statewide MA (Open End)  
 Vendor ID: 000000104776   
 Legal Name: JPMORGAN CHASE BANK NA  
 Alias/DBA:  
 Total Bid: \$0.00  
 Response Date: 02/22/2024   
 Response Time: 11:45  
 Responded By User ID: JPMorgan3   
 First Name: Greg  
 Last Name: Mullins  
 Email: greg.mullins@jpmorgan.com  
 Phone: 859-231-2618

SO Doc Code: CRFQ  
 SO Dept: 0212  
 SO Doc ID: SWC2400000004  
 Published Date: 2/12/24  
 Close Date: 2/22/24  
 Close Time: 13:30  
 Status: Closed  
 Solicitation Description: Financing Services  
 Total of Header Attachments: 2  
 Total of All Attachments: 2



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1372040  
**Solicitation Description:** Financing Services  
**Proc Type:** Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2024-02-22 13:30	SR 0212 ESR02222400000004275	1

**VENDOR**  
 000000104776  
 JPMORGAN CHASE BANK NA

**Solicitation Number:** CRFQ 0212 SWC2400000004  
**Total Bid:** 0  
**Response Date:** 2024-02-22  
**Response Time:** 11:45:26  
**Comments:** No discounts provided.

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Financing Agreement				0.00

Comm Code	Manufacturer	Specification	Model #
84120000			

**Commodity Line Comments:**

**Extended Description:**

Note: Vendor shall complete the Exhibit\_A Pricing Page for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit\_A Pricing Page to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

J.P.Morgan

# Request for Quote

## State of West Virginia

Solicitation No – CRFQ 0212 SWC2400000004

JPMorgan Chase Bank, N.A. | Equipment Finance Group | February 22, 2024

### CONTACT US

**BRAD DUTSON**

Executive Director  
JPMorgan Equipment Finance  
201 South Main Street, Suite 300  
Salt Lake City, Utah 84111  
Office: (801) 715-9230 / Cell: (801) 879-0554  
[brad.dutson@jpmorgan.com](mailto:brad.dutson@jpmorgan.com)

**GREG MULLINS**

Vice President  
Relationship Executive  
201 East Main Street Floor 2  
Lexington, Kentucky 40507  
Office: (859) 231-2618 / Cell: (859) 248-9265  
[greg.mullins@jpmorgan.com](mailto:greg.mullins@jpmorgan.com)

February 22, 2024

Mark Atkins, Senior Buyer  
State of West Virginia  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, West Virginia 25305

Re: Solicitation No: CRFQ 0212-SWC2400000004

Mr. Atkins,

On behalf of the JPMorgan Equipment Finance Group (“EFG”) and JPMorgan Chase Bank, N.A. (“JPMorgan” / “Bank”), we are pleased to submit a proposal to the West Virginia Department of Administration, Purchasing Division, on behalf of the Department of Administration, Finance Division, to provide an Open-End Statewide Contract for Financing of Equipment and other Capital Financing Needs of various State Agencies in the form of a Master Lease Purchase Finance Agreement (MLPFA).

The Department of Administration will be supported by our dedicated relationship team via the firm’s Government Banking practice, led by Greg Mullins. In addition, as an equipment finance specialist, I will be the primary point of contact for your equipment financing needs, including the subject Master Lease-Purchase Financing Agreement. My equipment financing experience goes back over 15 years and includes servicing many Master Lease-Purchase Financing programs of similar size and complexity, with various states, counties and cities throughout the United States.

JPMorgan Equipment Finance Group has extensive tax-exempt leasing experience and pursues a partnership approach to building client relationships. By choosing JPMorgan Equipment Finance Group, with over 30 years of financing experience, you can have confidence that you will be working with a team of experienced and highly qualified professionals who bring a wealth of knowledge as well as the backing of the largest bank in the United States by market cap.

On behalf of JPMorgan, thank you for the opportunity to present an equipment financing proposal and for your thoughtful consideration of the presented solutions.

Sincerely,



Brad Dutson  
Executive Director

# Table of Contents

**EXHIBIT A – PRICING PAGE** ..... 1

**JPMORGAN CHASE BANK, N.A. SUMMARY OF TERMS & CONDITIONS**..... 2

**REQUIRED FORMS / PROPOSAL RESPONSES** ..... 6

    CRFQ Form 1.....6

    CRFQ Form 2.....9

    Contract Manager Page .....12

    Addendum 1 .....13

**CLARIFICATIONS / EXCEPTIONS** ..... 18

**EXHIBIT\_A PRICING PAGE**

CRFQ SWC240000004

**Vendor Bid Evaluation Only**

**NO ALTERATIONS TO THIS SPREADSHEET WILL BE ACCPTED**

**VENDOR NAME:** JPMorgan Chase Bank, N.A.

**Vendor must insert values for all four terms in Columns C, D and E even if that value is zero.**

**Spreadsheet is set to perform calculations automatically, but vendor must ensure that spreadsheet accurately calculates desired interest rate in column F prior to bid submission.**

A	B	C	D	E	F	G	H
Term (YRS)	Average Life Rate	Proposed Index Interest Rate Dated 02/07/2024 (Express as decimal) (**See Note Below**)	Less Discount Premium to Convert Rate for Tax Exemption (Express as Percentage)	Plus Fixed Spread/Base Points (Expressed as Percentage Point Increase)	Interest Rate (Percent Per Year)	Estimated Principal (for Evaluation Only)	Annual Interest Charges
3	2	4.2500	0.7900	0.5725	3.9300	\$2,679,118.52	\$105,289.36
4	2	4.2500	0.7900	0.4325	3.7900	\$16,672,670.00	\$631,894.19
5	3	3.9770	0.7900	0.8352	3.9770	\$733,291.00	\$29,162.98
7	4	3.8400	0.7900	0.5464	3.5800	\$1,780,846.00	\$63,754.29
						<b>Total Annual Interest</b>	<b>\$830,100.82</b>

**\*\*Must Provide Copy of Proposed Interest Index to be used with every finance request  
If a copy is not provided - the Bid is Null and Void**



# JPMorgan Chase Bank, N.A. Summary of Terms & Conditions

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**The State of West Virginia**  
**Department of Administration, Finance Division**  
**Tax-Exempt, Non-Bank Qualified Installment Purchase Financing**  
**Summary of Terms and Conditions**  
**February 22, 2024**

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J.P. Morgan is pleased to submit the following equipment financing proposal. This document is for discussion purposes only and is contingent upon the Lessee's compliance with the requirements of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable State laws related to Lessee's ability to enter into a tax-exempt lease-purchase financing for the intended purposes. The final terms and conditions are subject to credit approval and may be different from the terms and conditions outlined below.

## TRANSACTION SUMMARY

Lessee:	The State of West Virginia, Department of Administration, Finance Division ("State" / "Lessee")
Lessor:	JPMorgan Chase Bank, N.A. or any affiliate of JPMorgan Chase Bank, N.A., its successors and/or assigns ("JPMorgan Chase" / "Lessor" / "Bank")
Transaction:	Fixed-rate, fully amortizing, tax-exempt lease-purchase agreement ("Agreement")
Use of Proceeds:	To finance various equipment and other capital financing needs of various state agencies, the legal title of which will vest with Lessee during the term of the Agreement. All equipment proposed for financing must be essential use equipment and will be subject to final review and acceptance by Lessor prior to closing.
Financing Solution:	Master Lease-Purchase Financing Agreement
Financing Amount:	\$30,000,000 or another mutually agreeable amount. Lessor understands that funding is not guaranteed but that \$8,000,000 to \$12,000,000 is anticipated to be funded annually. Lessor acknowledges and agrees to the \$100,000 minimum financing amount referenced in the issued Request for Quotation.
Non-Bank Qualified:	This proposal assumes that Lessee will issue more than \$10 million in tax-exempt obligations this calendar year and that the Lessee will not designate this lease as a "qualified" tax-exempt obligation.
Commencement Date:	Commencement Dates to be mutually agreeable

## TRANSACTION DETAILS

Financing Term Options:	3 years, 4 years, 5 years, 7 years	
Payment / Frequency:	Level monthly payments of principal and interest, in arrears	
Fixed Interest Rate:	<u>Tenor</u>	<u>Fixed Rate as of February 7, 2024</u>
	3 years	3.93%
	4 years	3.79%
	5 years	3.67%
	7 years	3.58%

Adjustment to Rate: The Interest Rate and Payment subject to the index in the “Exhibit A Pricing Page” quoted herein based on current market rates as indicated by the SOFR Interest Rate Swap (“Index Rate”), as of February 9, 2024. The Interest Rate will be the applicable Swap Rate multiplied by the Bank’s Tax Exempt Factor of 79% plus a Spread, as outlined below. For every change (increase or decrease) in the index rate a corresponding adjustment will be made to the Interest Rate to maintain Lessor’s economics

Please see attached Exhibit A Pricing Page for calculations.

Rate Index Formula:  $(\text{Index Rate} * \text{Tax Exempt Factor}) + \text{Spread} = \text{All-In Rate}$

**As of February 7, 2024**

3-year Term:  $(4.25\% \text{ 2-year SOFR Swap} * 79\%) + 0.5725\% \text{ Spread} = 3.84\%$

4-year Term:  $(4.25\% \text{ 2-year SOFR Swap} * 79\%) + 0.4325\% \text{ Spread} = 3.70\%$

5-year Term:  $(3.98\% \text{ 3-year SOFR Swap} * 79\%) + 0.8352\% \text{ Spread} = 3.59\%$

7-year Term:  $(3.84\% \text{ 4-year SOFR Swap} * 79\%) + 0.5466\% \text{ Spread} = 3.50\%$

The Rate Index Formula will be used to set rates for each schedule and/or determine rates for schedules to be closed during the initial 12-month period. Lessor reserves the right to adjust the above index formulas as a result of a material adverse change in order to maintain economic returns. At each anniversary, formulas will be reviewed by Lessor, reset, and mutually agreed upon if necessary. Historically, even during uncertain markets, any formula adjustments including those to spreads have been immaterial and successfully negotiated with clients.

Forward Interest Rate Lock:

To hedge possible interest rate risk, Lessee may choose to lock/hold a rate in advance of Commencement. To lock a rate, the following items are needed: (i) Mandate by the State of West Virginia to JPMorgan Chase awarding the transaction; (ii) Appropriate authorizing resolutions to enter into the subject financing or board approval; (iii) Confirmation of mutually agreeable documents.

Rate lock premium or discount to be applied to the all in interest rate based off market positions based off timing of lock, as needed.

Prepayment Options:

Lessee may choose from the following two prepayment options and can be applied to individual schedules as desired:

**Option A – Permitted Prepayment without Protection**

Permitted prepayment, in whole or in part, prior to maturity, on any payment date after the initial 12 months from Commencement, subject to 30 days prior written notice. Payment may be subject to a fixed rate / “make whole” break funding charges which occur when the rate at the time of prepayment is lower than the rate at Commencement. When the rate at the time of prepayment is higher than the rate at Commencement, no “make whole” break funding charge would apply. No premiums for this option.

**Option B – Permitted Prepayment with Protection**

Permitted prepayment without penalty, in whole or in part, prior to maturity, on any payment date after the initial 12 months from Commencement, subject to 30 days prior written notice. To select this option, the following premiums would be added to the all-in rate, calculated using the Rate Index Formula stated above:

- (i) Add 0.22% to the stated rate for prepayment protection at month 12 through maturity
- (ii) Add 0.15% to the stated rate for prepayment protection at month 24 through maturity

The referenced premiums are available for all schedules closed by December 31, 2024 and for forward rates locked by the same date. For subsequent years,

premiums to be reviewed, reset and mutually agreed upon if necessary to maintain economic returns similar to what is presented herein.

Regardless of selected option, prepayment during the initial 12 months from Commencement may be subject to a “make whole” break funding charge.

Disbursement of Proceeds: Proceeds may be disbursed via the following options:

***Disbursement to Vendor(s)***

Disbursement made directly to vendor(s) on behalf of Lessee, as funds are required, in compliance with Treasury Reg with Treasury Reg. 1.150-2.

***Disbursement to Lessee***

Disbursement made as reimbursement(s) to Lessee, as funds are required, in compliance with Treasury Reg. 1.150-2.

***Escrow Disbursement***

Disbursement to fund via an initial escrow deposit, to a mutually agreeable escrow agent, equal to the full Financing Amount. Disbursements from escrow, made to vendors or as reimbursements to Lessee, as funds are required, in compliance with Treasury Reg. 1.150-2. Lessor typically uses Deutsche Bank as escrow agent, which charges a one-time \$1,500 setup fee per account, but is open to reviewing and approving other escrow agents and their documents that have been previously used by Lessee. Lessee may pay the escrow fee in cash, or the fee can be added to the financing amount.

Security: Lessee will grant Lessor a first priority security interest in the financed equipment. UCC I and UCCII filings will be completed as applicable.

Appropriation: This Agreement shall be subject to appropriation. The Agreement will require appropriation for payment for any and all equipment on a lease schedule. Appropriation for partial payment or for select assets within a schedule will not be permitted.

**OTHER TERMS**

Documentation: The terms of this financing will be evidenced by agreements, instruments and documents (“Lease Documents”) usual and customary for a Tax-Exempt Lease Purchase. The Lease Documents must be acceptable to Lessor and its counsel. Lessor does not anticipate any documentation costs or other expenses.

Conditions Precedent: Usual and customary conditions to issuance of the financing including acceptable legal documentation which will include an opinion of counsel that the financing is valid, binding and enforceable. Additionally, documentation will provide that interest earned by the Lessor in this transaction will be excluded from gross income for federal tax purposes.

Representations and Warranties: Usual representations and warranties for like situated Lessees and the Facility’s type and tenor, including, without limitation, absence of material adverse change, absence of material litigation, absence of default or potential default and continued accuracy of representations.

Maintenance & Insurance: All maintenance and insurance are the responsibility of Lessee. Lessee shall bear all risk of loss or damage of the Equipment and will be responsible for keeping the Equipment insured to the satisfaction of the Lessor. JPMorgan has approved for self-insurance.

Tax Gross Up: If interest on the Lease is determined to be taxable for any reason the interest on the Lease will increase from the effective date of such taxability to the taxable equivalent rate per annum.

Waiver of Jury Trial: The Lessee and the Bank will waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way

related to this term sheet, any related documentation or the transactions contemplated hereby or thereby.

Anti-Corruption Laws and Sanctions:

The documentation shall contain representations and warranties that the Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by the Lessee, its subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Lessee, its subsidiaries and their respective officers and employees and to the knowledge of the Lessee, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Lessee, any subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of the Lessee, any agent of the Lessee or any subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or credit facility, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.

Governing Law:

All aspects of the credit(s) being discussed including this Term Sheet and any Lease Documents would be governed by the laws of the State of West Virginia.

Proposal Expiration:

March 22, 2024 unless extended in writing by Lessor

Confidentiality Statement:

J.P. Morgan confirms that it will not use confidential information obtained from you by virtue of the potential transaction contemplated by this proposal or our other relationships with you in connection with the performance by J.P. Morgan of such services for other companies. You also acknowledge that J.P. Morgan will not use in connection with the potential transaction contemplated by this preliminary proposal, or furnish to you, confidential information obtained from other companies.

**Municipal Advisor Disclosures and Disclaimers:** The Lessee acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Lessee and the Bank, (ii) in connection with such transaction, the Bank is acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Lessee, (iii) the Bank is relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank has not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Lessee with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Lessee on other matters), (v) the Bank has financial and other interests that differ from those of the Borrower, and (vi) the Lessee has consulted with its own financial, legal, accounting, tax, and other advisors, as applicable, to the extent it deemed appropriate.



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

State of West Virginia  
 Centralized Request for Quote  
 Financial

**Proc Folder:** 1372040  
**Doc Description:** Financing Services  
**Proc Type:** Statewide MA (Open End)  
**Reason for Modification:**

Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-07	2024-02-22 13:30	CRFQ 0212 SWC2400000004	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** JPMorgan Chase Bank, N.A.  
**Address :** 1111  
**Street :** Polaris Parkway Floor 1A  
**City :** Columbus  
**State :** Ohio **Country :** United States **Zip :** 43240  
**Principal Contact :** Brad Dutson  
**Vendor Contact Phone:** (801) 879-0554 **Extension:** Not applicable.

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Vendor Signature X

FEIN# 13-4994650

DATE February 20, 2024

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The West Virginia Department of Administration, Purchasing Division, on behalf of the Department of Administration, Finance Division, is soliciting bids from qualified vendors to provide an Open-End Statewide Contract for Financing of Equipment and other Capital Financing needs of various State Agencies in the form of a Master Lease Purchase Finance Agreement (MLPFA), per the attached documents.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON ST E PO BOX 50121 CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION BLDG 17 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Financing Agreement				

Comm Code	Manufacturer	Specification	Model #
84120000			

**Extended Description:**

Note: Vendor shall complete the Exhibit\_A Pricing Page for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit\_A Pricing Page to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EST	2024-02-12

	Document Phase	Document Description	Page
SWC2400000004	Final	Financing Services	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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**State of West Virginia**  
**Centralized Request for Quote**  
**Financial**

<b>Proc Folder:</b> 1372040		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Financing Services		ADDENDUM_1	
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-02-12	2024-02-22 13:30	CRFQ 0212 SWC2400000004	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**  
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**Address :** 1111  
**Street :** Polaris Parkway Floor 1A  
**City :** Columbus  
**State :** Ohio **Country :** United States **Zip :** 43240  
**Principal Contact :** Brad Dutson  
**Vendor Contact Phone:** (801) 879-0554 **Extension:** Not applicable.

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

**Vendor Signature X**

**FEIN#** 13-4994650

**DATE** February 20, 2024

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**ADDITIONAL INFORMATION**

ADDENDUM\_1

Addendum\_1 is publish to provide the Agency response to Technical Questions received during the questioning period.

NO OTHER CHANGES

The West Virginia Department of Administration, Purchasing Division, on behalf of the Department of Administration, Finance Division, is soliciting bids from qualified vendors to provide an Open-End Statewide Contract for Financing of Equipment and other Capital Financing needs of various State Agencies in the form of a Master Lease Purchase Finance Agreement (MLPFA), per the attached documents.

**INVOICE TO****SHIP TO**

DEPARTMENT OF  
ADMINISTRATION  
2019 WASHINGTON ST E  
PO BOX 50121  
CHARLESTON WV  
US

DEPARTMENT OF  
ADMINISTRATION  
BLDG 17  
2101 WASHINGTON ST E  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Financing Agreement				

Comm Code	Manufacturer	Specification	Model #
84120000			

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SWC2400000004	Final	Financing Services	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION  
CRFQ 0212 SWC240000004

Financing Services for Equipment and other Capital  
Financing needs for various State Agencies in the form of a Master Lease Purchase Finance  
Agreement (MLPFA)

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**8. VENDOR DEFAULT:**

**8.1.** The following shall be considered a vendor default under this Contract.

**8.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**8.1.2.** Failure to comply with other specifications and requirements contained herein.

**8.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**8.1.4.** Failure to remedy deficient performance upon request.

**8.2.** The following remedies shall be available to the Agency upon default.

**8.2.1.** Immediate cancellation of the Contract.

**8.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**8.2.3.** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

**9.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Brad Dutson

**Telephone Number:** Office: (801) 715-9230 / Cell: (801) 879-0554

**Fax Number:** Not applicable.

**Email Address:** brad.dutson@jpmorgan.com



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 2019 Washington Street East  
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State of West Virginia  
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<b>Proc Folder:</b> 1372040			<b>Reason for Modification:</b> ADDENDUM_1
<b>Doc Description:</b> Financing Services			
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<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-02-12	2024-02-22 13:30	CRFQ 0212 SWC2400000004	2

**BID RECEIVING LOCATION**

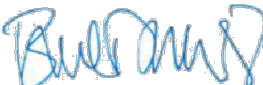
BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** JPMorgan Chase Bank, N.A.  
**Address :** 1111  
**Street :** Polaris Parkway Floor 1A  
**City :** Columbus  
**State :** Ohio **Country :** United States **Zip :** 43240  
**Principal Contact :** Brad Dutson  
**Vendor Contact Phone:** (801) 879-0554 **Extension:** Not applicable.

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

**Vendor Signature X**  **FEIN#** 13-4994650 **DATE** February 20, 2024

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**ADDITIONAL INFORMATION**

ADDENDUM\_1

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CHARLESTON WV  
US

DEPARTMENT OF  
ADMINISTRATION  
BLDG 17  
2101 WASHINGTON ST E  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Financing Agreement				

Comm Code	Manufacturer	Specification	Model #
84120000			

**Extended Description:**

Note: Vendor shall complete the Exhibit\_A Pricing Page for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit\_A Pricing Page to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EST	2024-02-12

**SOLICITATION NUMBER: CRFQ 0212 SWC2400000004**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2400000004 (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time.
- Modify specifications of product or service being sought.
- Attachment of vendor questions and responses.
- Attachment of pre-bid sign-in sheet.
- Correction of error.
- Other:

**Description of Modification to Solicitation:**

1. To publish the Agency’s response to technical questions received.

No other changes made.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## Technical Question Response

<b>Question #1</b>	<b>Do you have a listing of the expected equipment that will be financed under the lease schedule(s) as well as the requested term for the specific equipment?</b>
<b>Response #1</b>	<b>See Attachment L. The majority of the financing is for vehicles at a 4 year term.</b>
<b>Question #2</b>	<b>Do you have an estimated timing of the lease schedules?</b>
<b>Response #2</b>	<b>No, as needed.</b>
<b>Question #3</b>	<b>The bank is registered in WV Oasis, but it is under a different user. Do you know if there is a way to add multiple users under a single registered vendor?</b>
<b>Response #3</b>	<b>You will need to contact Vendor Registration for this information. You may call the Purchasing Division at 304-558-2306 and ask for the registration department.</b>
<b>Question #4</b>	<b>Typically for these types of requests, we provide our own Term Sheet that outlines our proposal. I want to make sure I am also including your required forms as well. Can you confirm the specific documents that need to be included in any proposal (i.e. the Pricing Page)?</b>
<b>Response #4</b>	<b>The Exhibit A Pricing Page submission is a mandatory requirement, and any alteration of that form will result in bid disqualification. Read the entire solicitation documents for "required with bid" language. It is generally a good practice to include any document(s) that require the vendor to input information. Failure to provide any required documents with a bid proposal may result in bid disqualification. This is a low bid meeting mandatory specifications solicitation (see Specification Section 5.1 Contract Award). The State will not contract for any unsolicited products or services.</b>
<b>Question #5A</b>	<b>Mark, are the funding totals listed on "Exhibit A Pricing Page" the amount expected to fund in the first year of the contract or over several?</b>
<b>Response #5a</b>	<b>The Price Page dollars in Column G are just for "Evaluation Only". The principal numbers do not reflect in any way as to how much is to be borrowed in any year. This contract will be utilized by agencies "at time of need".</b>
<b>Question #5B</b>	<b>Also, do you have a target close date for the master lease contract?</b>
<b>Response #5B</b>	<b>There is no target date. However, it is in the interest of the State to get a contract in place expeditiously as the current contract has expired.</b>

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0212 SWC2400000004**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

JPMorgan Chase Bank, N.A.

Company



Authorized Signature

February 20, 2024

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



# Clarifications / Exceptions

Below is a brief outline of the terms and conditions that we respectfully request be modified in accordance with our recommended revisions. The actual terms and conditions are subject to good faith negotiations between the parties.

1. Specifications, Section B, *Lease Payment*, shall be modified:

Lease Payment: The initial lease payment will be due on the first day of the month following the month in which the appendix became effective, with subsequent payments due on the first day of each following month for the term of the financing, unless otherwise agreed. Lease payments will be calculated on a level payment basis, using a single fixed rate of interest for either: three, four, five, or seven-year terms. Interest will be calculated on a ~~360/365~~ 30/360-day basis.

2. MLPFA Section 1, *MLPFA* (page 1), shall be modified:

Pursuant to the provisions of Chapter 5A of the West Virginia Code, Purchasing, on behalf of the Lessees specified in the attached appendices, as body politics duly organized and existing under the laws of the State of West Virginia, agrees to lease from Lessor the various items of equipment specified in each appendix ("Equipment"), and Lessor, as specified above, agrees to lease to Lessees the Equipment in accordance with the terms and conditions of this MLPFA. Upon execution, this MLPFA is binding on and enforceable against Lessor and Lessees in accordance with its terms and each appendix.

This MLPFA will control each financing completed, and an appendix evidencing each financing will be issued as a Central Delivery Order ("CDO") for each user agency referencing this MLPFA (an "Appendix" or "Appendices"). As each agency has its own various accounts, internal approval requirements, etc., a separate Appendix and CDO must be issued for each financing. The Lessor shall have the sole right to accept or reject an Appendix to the MLPFA.

Several items for an agency may be combined into one Appendix. Therefore, funds for certain Appendices may need to be escrowed, while in other cases no escrow will be needed. Lessor must be able to provide escrowed funds or offer an alternative acceptable to Purchasing and Lessee.

If the Equipment should constitute an aircraft, additional transaction documents will be necessary to the satisfaction of the Lessor, additional insurance requirements including commercial insurance will be necessary to the satisfaction of Lessor, and the Lessee shall be responsible for any additional FAA and IR filing and opinion requirements, including Lessor's costs of using outside Counsel.

3. MLPFA Section 11, *Insurance and Loss of Equipment* (page 5), shall be modified:

Lessees are self-insured through the West Virginia Board of Risk and Insurance Management and will protect the interests of the Lessor and Lessee against Equipment losses or damage. Lessees are also self-insured against liability related to the Equipment. In the event of any loss, damage, injury or accident involving the Equipment, the appropriate Lessee shall promptly provide the Lessor with written notice thereof and make available to Lessor all information and documentation thereof.

If any Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or if title to, or the temporary use of, the Equipment or any part thereof is taken under the exercise of the power of eminent domain, Lessee and Lessor will cause the net proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification or replacement of the Equipment or, at Lessee's

option, to the payment of the ratable portion of the purchase option price plus any Breakfunding Charge as outlined in Section 17 of this MLPFA.

Any balance of the net proceeds remaining after such work or purchase has been completed shall be paid to the appropriate Lessee. Net proceeds shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses incurred in the collection of such claims or award. If the net proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement, Lessee shall either: (a) Complete the work and pay any cost in excess of the amount of net proceeds; or (b) pay to Lessor the purchase option price. The amount of the net proceeds in excess of the then applicable purchase option price, if any, may be retained by Lessee.

In the event the purchase option payment for any item(s) of Equipment is paid in accordance with this section Lessor agrees to release any security interest on that item(s) of Equipment.

4. MLPFA Section 13, *Taxes and Other Charges* (pages 5-6), shall be modified:

Lessees represent that they are exempt from federal, state and local taxation, and as such, shall not be liable or responsible for the payment or reimbursement of any tax of any type incurred in connection with this MLPFA, nor will they file any tax returns or reports on behalf of Lessor or its assignees.

As title to the Equipment shall vest in the appropriate Lessees during the term of this MLPFA, the Equipment is exempt from personal property tax pursuant to West Virginia Code § 11-3-9(a)(27). Each Lessee also represents that, to the best of its knowledge, no licensing or titling fees based upon the use, possession or acquisition of the Equipment are due under the current laws of West Virginia.

Notwithstanding any other provisions of this section, Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Appendix or upon any lease payments or any other payments due under any Appendix. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

5. MLPFA Section 14, *Assignment* (pages 6-7), shall be modified:

This MLPFA, the Appendices, and the obligations of Lessees to make payments thereunder, may not be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or sub-assignees by Lessor, except upon the written consent of the appropriate Lessee, the Purchasing Division, and the Attorney General's office (as to form) which consent will not be unreasonably withheld or delayed. Further, Lessor hereby covenants not to sell or offer to sell this MLPFA through, nor shall this MLPFA be sold through, (1) a certificate of participation program, whereby two or more interests are created in the MLPFA, the Equipment or the lease payments; or (2) other similar instruments, agreements, securitizations and obligations through a pool, trust, limited partnership, or other entity, except with the express written consent of Lessee. Notwithstanding the limitations provided herein, upon notice to Lessee, Lessor may assign its interests to DNT Asset Trust or any other affiliate of Lessor without the written consent of the Lessee.

6. MLPFA Section 17, *Option to Purchase* (pages 7-8), shall be modified:

Option to P~~repay~~urchase

Lessees shall be entitled to p~~repay~~urchase the Equipment as follows:

- (a) Upon payment of all lease and other payments required under an Appendix; or
- (b) Upon written notice delivered to Lessor by the appropriate Lessee at least thirty (30) days before the proposed date for payment, and upon the payment on such date of the P~~repayment~~urchase option price for that Appendix.

As used herein, P~~repayment~~urchase option price means the amount equal to the outstanding principal, as set forth in the payment schedule, plus any unpaid interest that has accrued on such principal to the date of payment of the purchase option price, provided that any other sum due under this MLPFA has or is being paid, payable at the option of Lessee for the purpose of purchasing the Equipment.

A Lessee may, at Lessee's option, make partial prepayments of a portion of the purchase option price upon written notice delivered at least thirty (30) days in advance of the proposed date for payment and upon payment on such date of the partial prepayment, being an amount equal to a portion of the outstanding principal set forth in the payment schedule and any unpaid interest that has accrued on such portion of the outstanding principal to the date of payment of the partial prepayment. As provided herein, if any portion of the Equipment is not accepted or the cost of the Equipment is less than the funding under an Appendix, then the amount of the funding remaining shall be applied as a partial prepayment toward that Appendix.

In addition to the prepayment option price as provided herein, a Breakfunding Charge shall be due and payable if (i) exceeds (ii) where (i) equals the interest portion of each of the lease payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Appendix was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the lease payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap"). Such difference between clauses (i) and (ii) in the foregoing sentence shall equal the "Breakfunding Charge."

Alternatively, each Appendix may be prepaid for any takedown less than \$15,000,000 without penalty, in whole but not in part, prior to maturity, on any payment date after the initial 12 months from commencement of such Appendix, so long as 0.095% is added to the interest rate in the applicable Appendix, subject to 30 days prior written notice. If Lessee prepays the amounts owing under an Appendix prior to the 12th month from the commencement date of such Appendix, the payment may be subject to a Breakfunding Charge.

A revised payment schedule reflecting all partial prepayments, consistent with the financing structure contemplated herein, to reflect such partial prepayment shall be attached to the related Appendix as a change order to the Appendix. Partial prepayments shall entitle Lessee to a release of any security interest on the item(s) of Equipment which have been prepaid in full.

7. MLPFA Section 18(a), *Event of Default* (page 8), shall be modified:

The following constitute an "Event of Default" under this MLPFA:

- (a) Failure by a Lessee to pay any lease payment or other payment required to be paid under an Appendix within ~~tenforty five~~ (1045) days of when due; or

8. MLPFA Section 19, *Remedies on Default* (pages 8 -9), shall be modified to add the following as the last paragraph of the section:

Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

9. MLPFA Section 21, *Escrow Agent* (pages 9-10), shall be modified to revise the first paragraph and remove the remaining paragraphs:

Lessor shall have the right to designate an entity to act as the Escrow Agent for the purpose of holding and administering special trust funds designated as Acquisition Funds for the benefit of Lessor and the appropriate Lessee. ~~The appointment of \_\_\_\_\_ as Escrow Agent is hereby acknowledged. The terms of the applicable Escrow Agreement shall be as agreed to by Lessee, Lessor and the Escrow Agent. Lessee is responsible for any fee associated with the escrow agent.~~

10. MLPFA Section 32, *Offshoring*, shall be added:

Offshoring. Certain services may be performed by Lessor or any affiliate, including affiliates, branches or units located in any country in which Lessor conducts business or has a service provider. The Lessee authorizes Lessor to transfer Lessee information to such affiliates, branches or units at such locations as the Lessor deems appropriate. Lessor reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

11. MLPFA Section 33, *Anti-Corruption*, shall be added:

(a) Use of Proceeds. Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or any of its subsidiaries or its or their respective directors, officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(b) Definitions. For the purposes of this Section, the following terms shall have the following meanings: "Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions. "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

12. MLPFA *Jury Waiver*, shall be added:

JURY WAIVER: ALL PARTIES TO THIS CONTRACT WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CONTRACT.

**EXHIBIT\_A PRICING PAGE**

**CRFQ SWC240000004**

**Vendor Bid Evaluation Only**

**NO ALTERATIONS TO THIS SPREADSHEET WILL BE ACCPTED**

**VENDOR NAME:** JPMorgan Chase Bank, N.A.

**Vendor must insert values for all four terms in Columns C, D and E even if that value is zero.**

Spreadsheet is set to perform calculations automatically, but vendor must ensure that spreadsheet accurately calculates desired interest rate in column F prior to bid submission.

A	B	C	D	E	F	G	H
Term (YRS)	Average Life Rate	Proposed Index Interest Rate Dated 02/07/2024 (Express as decimal) (**See Note Below**)	Less Discount Premium to Convert Rate for Tax Exemption (Express as Percentage)	Plus Fixed Spread/Base Points (Expressed as Percentage Point Increase)	Interest Rate (Percent Per Year)	Estimated Principal (for Evaluation Only)	Annual Interest Charges
3	2	4.2500	0.7900	0.5725	3.9300	\$2,679,118.52	\$105,289.36
4	2	4.2500	0.7900	0.4325	3.7900	\$16,672,670.00	\$631,894.19
5	3	3.9770	0.7900	0.8352	3.9770	\$733,291.00	\$29,162.98
7	4	3.8400	0.7900	0.5464	3.5800	\$1,780,846.00	\$63,754.29

<b>Total Annual Interest</b>	<b>\$830,100.82</b>
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**\*\*Must Provide Copy of Proposed Interest Index to be used with every finance request  
If a copy is not provided - the Bid is Null and Void**