



**State of West Virginia**  
**Agency Purchase Order**

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

Order Date: 04-27-2026

<b>Order Number:</b>	APO 0603 3954 ADJ2600000818	<b>Change Order No:</b>	0	<b>Procurement Folder:</b>	1959606
<b>Document Name:</b>	The Adjutant General's Vehicle			<b>Reason for Modification:</b>	
<b>Document Description:</b>	2026 Chevy Tahoe LT Emergency Purchase				
<b>Procurement Type:</b>	Agency Purchase Order				
<b>Buyer Name:</b>	Charles A Bowman				
<b>Telephone:</b>	(304) 561-6654				
<b>Email:</b>	charles.a.bowman26.nfg@army.mil				
<b>Shipping Method:</b>	Best Way		<b>Effective Start Date:</b>		
<b>Free on Board:</b>	FOB Dest, Freight Prepaid		<b>Effective End Date:</b>		

VENDOR				DEPARTMENT CONTACT	
<b>Vendor Customer Code:</b>	000000199714			<b>Requestor Name:</b>	Charles A Bowman
STEPHENS AUTO CENTER PO BOX 278				<b>Requestor Phone:</b>	(304) 561-6654
DANVILLE WV 25053278				<b>Requestor Email:</b>	charles.a.bowman26.nfg@army.mil
US					
<b>Vendor Contact Phone:</b>	999-999-9999	<b>Extension:</b>			
<b>Discount Details:</b>					
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>		
#1	No	0.0000	0		
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR  CHARLESTON WV 25311-1085 US	STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR  CHARLESTON WV 25311-1085 US

<b>Total Order Amount:</b>	\$69,995.00
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*Charles A Bowman* 4/27/2026  
 DEPARTMENT AUTHORIZED SIGNATURE  
 SIGNED BY: Charles A Bowman  
 DATE: 2026-04-27  
 ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

The vendor, Stephens Auto Center, agrees to contract with the agency, the West Virginia Adjutant General's Office, for a one-time emergency purchase of a 2026 Chevy Tahoe LT SUV for the TAG's vehicle, in accordance with the vendor's attached quote for \$69,995.00, the WV Dept. of Administration Fleet Management approval, the Purchasing Division's Emergency Purchase Approval Memo dated 04/03/2026, the bid requirements, and the general terms and conditions.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25100000	1.00000	EA	69995.000000	69995.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** 2026 Chevy Tahoe LT

**Extended Description:**

per the attached quote and Fleet Mgt Office approval

	Document Phase	Document Description	Page
ADJ2600000818	Final	2026 Chevy Tahoe LT Emergency Purchase	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# STEPHENS AUTO CENTER



**WWW.STEPHENS AUTO.COM**

104 Stephens Drive | PO BOX 278 Danville WV 25053 | 304-369-2411

## Invoice

Date 27-April-2026

0603 The Adjutant General's Office

1703 Coonskin Drive

Charleston, WV 25311

304-561-6670

Year	Make	Model	Stock#	Miles	Color	Vin#	Price
2026	Chevy	Tahoe LT	T10607	9	White	1GNS6NKD6TR296167	\$69,995.00

Total Invoice

\$69,995.00

Purchasers Signature

*M. W. Ballard*



## 2026 TAHOE 4WD LT

EXTERIOR: SUMMIT WHITE  
 INTERIOR: GIDEON/VERY DARK  
 ATMOSPHERE

ENGINE: 5.3L ECOTEC3 V8  
 TRANSMISSION: 10-SPEED AUTO

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

Visit us at [www.chevy.com](http://www.chevy.com)

Option #1

### STANDARD EQUIPMENT

STANDARD EQUIPMENT LISTED HEREIN IS A SUMMARY OF THE STANDARD VEHICLE PRICE SHOWS.

#### OWNER BENEFITS

- 3 YEAR / 36,000 MILE\* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE\* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT \*\*WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

#### PERFORMANCE & MECHANICAL

- ADAPTIVE CRUISE CONTROL
- PREMIUM SMOOTH RIDE SUSPENSION
- MECHANICAL LIMITED SLIP DIFFERENTIAL
- AUTOMATIC STOP/START ENGINE

#### CONNECTIVITY & TECHNOLOGY

- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS
- WIRELESS CHARGING FOR DEVICES
- KEY CARD
- KEYLESS OPEN, LOCK & START
- REMOTE VEHICLE START
- TWO POWER OUTLETS, 120 VOLT
- SIRIUSXM AUDIO W/TRIAL SEE SIRIUSXM.COM/TERMS
- 17.7" DIAG ADVANCED COLOR LCD DISPLAY WITH GOOGLE BUILT-IN COMPATIBILITY INCLUDING NAV CAPABILITY, CONNECTED APPS
- WIRELESS APPLE CARPLAY AND WIRELESS ANDROID AUTO FOR COMPATIBLE PHONES

#### INTERIOR

- TRI-ZONE AUTOMATIC HVAC

#### EXTERIOR

- POWER REAR LIFTGATE
- EXT. DOOR HANDLES, BODY COLOR

#### SAFETY & SECURITY

- ENHANCED AUTOMATIC EMERGENCY BRAKING
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- FORWARD COLLISION ALERT
- INTELLEBEAM
- HD SURROUND VISION
- ENHANCED AUTOMATIC PARKING ASSIST
- REAR CROSS TRAFFIC BRAKING
- REAR PEDESTRIAN ALERT
- SAFETY ALERT SEAT
- ENHANCED LANE KEEP ASSIST

#### STANDARD VEHICLE PRICE \$66,700.00

#### OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER MAY REPLACE STANDARD EQUIPMENT SHOWN.

COMFORT PACKAGE:	2,215.00
• FOG LAMPS, FRONT LED	
• SEATS, HEATED, SECOND ROW OUTBOARD SEATS	
• SEATS, 2ND ROW 60/40 SPLIT BENCH, POWER RELEASE	
• SEATS, 3RD ROW 60/40 SPLIT-BENCH, POWER FOLD	
• MEMORY SETTINGS, DRIVER SEAT, OUTSIDE MIRRORS	
• LED HEADLAMPS AND TAILLAMPS W/ ANIMATED LIGHTING	
• HEATED STEERING WHEEL	
• 10 SPEAKER BOSE CENTERPOINT	

#### SURROUND SOUND AUDIO SYSTEM

- INSIDE REARVIEW MIRROR, AUTO DIMMING
- UNIVERSAL HOME REMOTE
- HEATED POWER OUTSIDE MIRRORS W/ POWER-FOLD
- 20" MACHINED ALUMINUM WHEELS 1,100.00
- W/ CHARCOAL POCKETS
- ALL-WEATHER LINER PROTECTION PACKAGE (DEALER-INSTALLED):
- ALL-WEATHER CARGO MAT
- ALL-WEATHER FLOOR LINER, 1ST, 2ND AND 3RD ROWS
- MAX TRAILERING PACKAGE: 590.00
- TRANSFER CASE 2-SPEED
- SMART TRAILER INTEGRATION INDICATOR
- HITCH VIEW
- BLIND ZONE STEERING ASSIST WITH TRAILERING
- HILL DESCENT CONTROL
- ENHANCED COOLING RADIATOR
- TRAILER BRAKE CONTROLLER

TOTAL OPTIONS	\$4,500.00
TOTAL VEHICLE & OPTIONS	\$71,200.00
DESTINATION CHARGE	2,795.00
<b>TOTAL VEHICLE PRICE*</b>	<b>\$73,995.00</b>

### EPA DOT Fuel Economy and Environment

Gasoline Vehicle

**Fuel Economy** TAHOE 4WD

**17** MPG combined city/hwy

**15** MPG city

**19** MPG highway

**5.9** gallons per 100 miles

**You spend \$6,000 more in fuel costs over 5 years** compared to the average new vehicle.

**Annual fuel cost \$2,900**

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only)

**3** (Best)

**Smog Rating** (tailpipe only)

**6** (Best)

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. To average new vehicle gets 25 MPG and costs \$6,000 to fuel over 5 years. Cost estimates are based on 16,000 miles per year at \$3.36 per gallon. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

[fuelconomy.gov](http://fuelconomy.gov)

Calculate personalized estimates and compare vehicles

### GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

<b>Frontal Crash</b>	Driver	★★★★★
	Passenger	★★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.		
<b>Side Crash</b>	Front seat	★★★★★
	Rear seat	★★★★★
Based on the risk of injury in a side impact.		
<b>Rollover</b>		★★★
Based on the risk of rollover in a single-vehicle crash.		

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

Better drives start with OnStar. Activate today.

Learn more at [onstar.com](http://onstar.com), or scan the QR code.

### PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS COUNTRY: U.S./CANADIAN PARTS CONTENT: 38% MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 36%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:  
 FINAL ASSEMBLY POINT: ARLINGTON, TX U.S.A.  
 COUNTRY OF ORIGIN: ENGINE: UNITED STATES  
 TRANSMISSION: UNITED STATES

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DEALER NO 5094  
 FINAL ASSEMBLY: ARLINGTON, TX, U.S.A.  
 VIN 1GNS6NKD6TR296167 REISSUE

DEALER TO WHOM DELIVERED: STEPHENS CHEVROLET, 1508 MAIN ST EAST, OAK HILL, WV 25901-2745



**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** See attached.

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per  
occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
\_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not  
required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:  
\_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws  
relating to workers compensation, shall maintain workers' compensation insurance when  
required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**15. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**18. CANCELLATION:** The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**25. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**27. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**35. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**36. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**43. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Mike Ballard Fleet Manager

(Address) PO Box 278 Danville, WV 25053

(Phone Number) / (Fax Number) 304-369-2441 304-369-2490

(Email Address) mballard@stephensauto.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through e-CASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

(Company) Stephens Auto Center

(Signature of Authorized Representative) [Signature]

(Printed Name and Title of Authorized Representative) (Date) Michael W. Ballard Fleet Manager 9-16-25

(Phone Number) (Fax Number) 304-369-2441 304-369-2490

(Email Address) mballard@stephensauto.com



West Virginia  
Department of Administration  
Fleet Management

For Governors Office Use Only  
 Approved  Declined  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

## Vehicle Request

**AGENCY INFORMATION**

COORDINATOR NAME Lori A. Sutton DEPARTMENT Electoral Functions  
 AGENCY/BILL CODE AJ01 ADJUTANT GENERAL MA  
 E-MAIL lori.a.sutton6.nfg@army.mil  
 PHONE NO. (304) 561-6670 EXT \_\_\_\_\_ DATE 11/26/2025  
 FUND # 0433 DEPT # 0603 UNIT # 7054

**VEHICLE MISSION**

What type of request is this?  Replacement vehicle (go to next section)  Increase to fleet (fill in this section)  
 JUSTIFICATION/PURPOSE TAG is requesting larger vehicle with 3rd row for trips with Senior Leadership to facilities around the State. Previous order canceled by the manufacturer.  
 Est. # of days per week used 4-5 Est. # of miles per month used 1100  
 CABINET SECRETARY APPROVAL [Signature] DATE 11/26/2025

**VEHICLE PURCHASE**

Type of vehicle  New Vehicle  Used Vehicle Used Vehicle Mileage \_\_\_\_\_  
 Who owns this vehicle?  Leased from Fleet  Agency Owned DOC ID \_\_\_\_\_  
 MAKE Chevy MODEL Tahoe  
 YEAR 2026 COLOR White FUEL TYPE Gasoline  
 NEW VEHICLE CLASS/DESCRIPTION Class 18 Full Size Utility 4WD 8 seats  
 DEALERSHIP Stephens Auto PURCHASE PRICE \$40,995  
 USED VEHICLE VIN# \_\_\_\_\_ New VIN 1GNS6NKD6TR2961

**DECOMMISSIONED VEHICLE** This vehicle was taken to Surplus 11/4/2025

MAKE GMC MODEL SIERRA 2500 CAB/CHASSIS  
 YEAR 2006 MILEAGE 217000 LICENSE # SB002235  
 VIN # 1GTHK29DX6E260626 sold  
 DECOMMISSIONING METHOD DTSP - Deliver to Surplus DEFERRED \_\_\_\_\_  
 JUSTIFICATION FOR DEFERRED \_\_\_\_\_

For FMO Office Use Only

APPROVED  DECLINED  
 EXECUTIVE DIRECTOR, FMD [Signature] DATE 1/23/26

Approved: [Signature]  
 Deputy Cabinet Secretary  
 West Virginia Department of Administration



West Virginia  
Department of Administration  
Fleet Management

For Governors Office Use Only  
 Approved  Declined  
 Signature [Signature]  
 Title Sr Advisor Date 3/23/2025

## Vehicle Request

**AGENCY INFORMATION**

COORDINATOR NAME Lori A. Sutton DEPARTMENT Electoral Functions  
 AGENCY/BILL CODE AJ01 ADJUTANT GENERAL MA  
 E-MAIL lori.a.sutton6.nfg@army.mil  
 PHONE NO. (304) 561-6670 EXT          DATE 11/26/2025  
 FUND # 0433 DEPT # 0603 UNIT # 7054

**VEHICLE MISSION**

What type of request is this?  Replacement vehicle (go to next section)  Increase to fleet (fill in this section)  
 JUSTIFICATION/PURPOSE TAG is requesting larger vehicle with 3rd row for trips with Senior Leadership to facilities around the State. Previous order canceled by the manufacturer.  
 Est. # of days per week used 4-5 Est. # of miles per month used 1100  
 CABINET SECRETARY APPROVAL [Signature] DATE 11/26/2025

**VEHICLE PURCHASE**

Type of vehicle  New Vehicle  Used Vehicle Used Vehicle Mileage           
 Who owns this vehicle?  Leased from Fleet  Agency Owned DOC ID           
 MAKE Chevy MODEL Tahoe  
 YEAR 2026 COLOR White FUEL TYPE Gasoline  
 NEW VEHICLE CLASS/DESCRIPTION Class 18 Full Size Utility 4WD 8 seats  
 DEALERSHIP Stephens Auto PURCHASE PRICE \$60,995  
 USED VEHICLE VIN#          New VIN 1GNSG6NKD6TR2961

**DECOMMISSIONED VEHICLE** This vehicle was taken to Surplus 11/4/2025

MAKE GMC MODEL SIERRA 2500 CAB/CHASSIS  
 YEAR 2006 MILEAGE 217000 LICENSE # 5B002235  
 VIN # 1GTHK29DX6E260626  
 DECOMMISSIONING METHOD DTSP - Deliver to Surplus DEFERRED           
 JUSTIFICATION FOR DEFERRED         

For FMO Office Use Only

APPROVED  DECLINED

EXECUTIVE DIRECTOR, FMD          DATE

**APPROVED**

BY: Fh DATE: 4/3/26

**WEST VIRGINIA PURCHASING DIVISION**

**Emergency Purchase Request Form for Central Purchases**  
*(Purchases Exceeding Agency's Delegated Spending Threshold)*

**Statutory Authority:** Pursuant to West Virginia Code §5A-3-15 and 148 C.S.R. 1-7.6, the director may authorize, in writing, a state spending unit to purchase in the open market, without filing requisition or estimate, specific commodities for immediate delivery to meet bona fide emergencies arising from unforeseen causes.

**Follow-up Award Requirements:** Effective July 1, 2024, agencies have delegated authority, upon written approval, to process all emergency purchases as agency contracts. Agencies must submit all contract documents to Purchasing.Division@wv.gov no later than 30 days of issuance.

**Description of the emergency circumstance(s) that led to this emergency purchase request:**  
*(What is the emergency situation? Provide detailed information.)*

Ordered a 2025 Ford Expedition in July 2025, for the Adjutant General through Admin Fleet Division. Manufacturer canceled the order due to Fleet missing buildout dates. We placed another order with Fleet Management on November 11, 2025, for a 2026 Ford Expedition. When contacting Fleet this week to inquire about the vehicle delivery, we were informed Fleet was waiting for a completed/signed DOA-FMO-059 form. This form was transmitted to Fleet on 11/11/2025. (Verification documentation can be provided upon request.) We have patiently waited as these two incidents have delayed acquiring a suitable vehicle for the TAG and Senior Staff (almost nine's) months. We are at war, the TAG and Senior Staff must have a vehicle that will accommodate all of them as they travel to troop deployment ceremonies around the State and make necessary trips to both the National Guard Bureau and the Pentagon during this military engagement. It is imperative the TAG and Senior Staff travel together as missions are under constant realignment and revision and group decisions must be discussed and agreed upon immediately. Thus, we can not start this vehicle purchase order process again for a third time.

**Proposed remedy:**

*(What is the item or service that needs to be purchased to remedy the emergency situation in the short term?)*

Agency wants to purchase a comparable 2026 full size SUV with seating for (8), preferably from a local dealer's lot. Agency does not have time to prepare specifications and publicly bid this vehicle. The need is immediate.

**Estimated cost:**

*(How much will the items or service cost to rectify the situation? Include total cost.)*

Vehicle dealers on contract are being contacted about inventory availability with minimal luxury features. Agency is attempting not to exceed \$70K for this vehicle.

**Proposed duration/quantity:**

*(if a service is needed, how long will you need it until you can properly bid out a long-term solution? If an item is needed, how many does your agency need?)*

Vehicle is intended to be utilized for 4 years or 100,000 miles before transference to surplus property.

4/2/2026

Rev. 1/15/2025

Charles A. Bowman  
**CHARLES A. BOWMAN**  
**CHIEF PROCUREMENT OFFICER**  
**ADJUTANT GENERAL'S OFFICE**  
**WV MAJ WV ARMY BOARD**

**West Virginia Purchasing Division**  
**Emergency Purchase Request Form (WV-45)**

\* Previous Order Canceled by  
 manufacturer \*



West Virginia  
 Department of Administration  
 Fleet Management

For Governors Office Use Only  
 Approved  Declined  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

Vehicle Request

**AGENCY INFORMATION**

COORDINATOR NAME Lori Sutton DEPARTMENT Electoral Functions  
 AGENCY/BILL CODE AJ01 ADJUTANT GENERAL MA  
 E-MAIL lori.a.sutton@nfg.army.mil  
 PHONE NO. (304) 561-6670 EXT \_\_\_\_\_ DATE 4/8/2025  
 FUND # 0433 DEPT # 0603 UNIT # 7054

**VEHICLE MISSION**

What type of request is this?  Replacement vehicle (go to next section)  Increase to fleet (fill in this section)  
 JUSTIFICATION/PURPOSE TAG is requesting larger vehicle with 3rd row for trips with senior leadership to facilities around the state.  
 Est. # of days per week used 4-5 Est. # of miles per month used 1100  
 CABINET SECRETARY APPROVAL [Signature] DATE 4/9/25

**VEHICLE PURCHASE**

Type of vehicle  New Vehicle  Used Vehicle Used Vehicle Mileage \_\_\_\_\_  
 Who owns this vehicle?  Leased from Fleet  Agency Owned DOC ID \_\_\_\_\_  
 MAKE FORD MODEL EXPEDITION MAX K17  
 YEAR 2025 COLOR WHITE Y2 FUEL TYPE \_\_\_\_\_  
 NEW VEHICLE CLASS/DESCRIPTION 18 - Full size utility  
 DEALERSHIP Matheny Motor PURCHASE PRICE \$62,610.00  
 USED VEHICLE VIN# Class 17 MV25 B

**DECOMMISSIONED VEHICLE**

MAKE GMC MODEL Sierra  
 YEAR 2013 MILEAGE 225454 @ 17,000 LICENSE # 5A002780  
 VIN# 1GT122CGGBZ127784 29 YR 1GTHK239DNL22A0681  
 DECOMMISSIONING METHOD DTSP - Deliver to Surplus DEFERRED FLT 99  
 JUSTIFICATION FOR DEFERRED \_\_\_\_\_

\* This 2006 died & we would rather decon it instead. \*

For FMO Office Use Only  
 APPROVED  DECLINED 2/8 11-25-25 manufacturer cancelled order  
 EXECUTIVE DIRECTOR, FMD [Signature] DATE 4/10/25  
 Decan e House  
 6/25/25


West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, combination, collusion or conspiracy is either to: (1) Lessen competition among prospective vendors; or (2) cause the state to pay a higher price for such services, commodities or printing than would be or would have been paid in the absence of such action, combination, collusion or conspiracy; or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding \$10,000."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control . . . ."

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [ ].

**By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.**

NAME/TITLE	AGENCY	SIGNATURE	DATE
Charles A. Bowman, Jr Chief Procurement Officer	WV Adj Gen Office / WV Military Authority/ WV Armory Board		April 30, 2026

APC0126 \* 818

**Manual Compliance Search Verification Form  
(Agency Delegated Purchases)**

**Manual Search Verifications:** By signing below the procurement officer certifies that he or she has verified that:

- Vendor is in compliance** with the Secretary of State requirements for business registration (or is not required to register with that office or has obtained the necessary exemption), that the vendor is not identified as a debarred vendor within the Federal SAM system, and that the vendor is not listed on the West Virginia Purchasing Division's list of debarred vendors.
- Vendor is not in compliance** with the Secretary of State requirements for business registration and this will need to be remedied before contract award.

  
Procurement Officer Signature

4/27/2026  
Date

CHARLES A. BOWMAN, JR.  
Procurement Officer Printed Name  
CHIEF PROCUREMENT OFFICER