

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

# State of West Virginia **Purchase Order**

Order Date: 09-17-2021

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

Order Number:	CPO 1600 1600 SOS2200000001 1	Procurement Folder:	913135
Document Name:	Printing and distribution of the WV Code Books	Reason for Modification:	
Document Description:	Printing and distribution of the WV Code Books		
Procurement Type:	Central Purchase Order		
Buyer Name:	Jessica L Hovanec		
Telephone:	304-558-2314		
Email:	jessica.l.hovanec@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

		VENDOR			DEPARTMENT CONTACT
BLUE	or Customer Code: 360 MEDIA LLC RASMUSSEN RD STE	VC0000058926		Requestor Name: Requestor Phone: Requestor Email:	Thomas P Hymes (304) 558-6000 thymes@wvsos.com
US Vend	CCITY or Contact Phone: ount Details:	UT 844-599-2887 <b>Extens</b> i	84098 ion:	22	
	Discount Allowed	Discount Percentage	Discount Days	FILE LOC	ATION
#1	No	0.0000	0	_ FILE LOO	A
#2	Not Entered				
#3	Not Entered			_	
#4	Not Entered				

INVOICE TO			SHIP TO		
CFO SECRETARY OF STATE	For	SUPPLY CLERK SECRETARY OF STATE			
BLDG 1 STE 157K		BLDG 1 STE 157K			
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E			
CHARLESTON	WV 25305-0770	CHARLESTON		WV 25305-0770	
us	4	us			

9-27-21 BAT

Purchasing Division's File Copy

\$28,022.00 Total Order Amount:

PURCHASING DIVISION AUTHORIZATION

ATTORNEY GENERAL APPROVAL AS TO FORM

ELECTRONIC SIGNATURE ON FILE

**ENCUMBRANCE CERTIFICATION** 

DATE: Swelly Tolego ELECTRONIC SIGNATURE ON FILE 2021

Date Printed: Sep 17, 2021

Order Number: CPO 1600 1600 SOS2200000001 1

Page: 1

FORM ID: WV-PRC-CPO-002 2020/05

### **Extended Description:**

The Vendor, Blue 360 Media, LLC., agrees to enter into this one-time contract with the Agency, West Virginia Secretary of State, to provide printing and distribution services for the WV Election Code 2021 and the WV Laws for Business and Licensing 2021, per the bid requirements, terms, conditions, specifications, and the vendor's bid dated 08/17/2021 all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	73151900	250.00000	EA	52.000000	13000.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description:

Printing of WV Election Code Books

### **Extended Description:**

Printing of WV Election Code Books

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	78121603	250.00000	EA	4.000000	1000.00
Service From	Service To	Manufacturer		Model No	

**Commodity Line Description:** 

Mailing of WV Election Code books

### **Extended Description:**

Mailing of election code books to 55 WV counties and to the Secretary of State Office

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	73151900	100.00000	EA	135.000000	13500.00
Service From	Service To	Manufacturer		Model No	

**Commodity Line Description:** 

Printing of WV Business & Licensing Code Books

### **Extended Description:**

Printing of WV Business & Licensing Code Books

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	78121603	100.00000	EA	5.220000	522.00
Service From	Service To	Manufacturer		Model No	

**Commodity Line Description:** 

Mailing of WV Business & Licensing Code books

### **Extended Description:**

Mailing of Business & Licensing code books to the Secretary of State Office only

Date Printed: Sep 17, 2021 Order Number: CPO 1600 1600 SOS2200000001 1 Page: 2 FORM ID: WV-PRC-CPO-002 2020/05

•	Document Phase	Document Description	Page 3
SOS220000001	Draft	Printing and distribution of the WV Code Books	

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

# **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office 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 and the Purchasing Division, and approved as to form by the Attorney General, 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 that is published by the Purchasing Division.
- 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
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, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
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 withindays.
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.
Other: See attached

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.
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 Purchasing Division by the Vendor as specified below.
BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
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 and must include the State as an additional insured 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 that insurance requirement is listed in this section.

Vendor must maintain:	
Commercial General Liability Insurance in at least an amount of: \$\frac{\$\frac{1}{2}}{2}\$	1,000,000.00 per
Automobile Liability Insurance in at least an amount of: \$1,000,000.00	per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least per occurrence. Notwithstanding the forgoing, Verlist the State as an additional insured for this type of policy.	an amount of: ndor's are not required to
Commercial Crime and Third Party Fidelity Insurance in an amour per occurrence.	nt of:
Cyber Liability Insurance in an amount of:	per occurrence.
Builders Risk Insurance in an amount equal to 100% of the amount of	f the Contract.
Pollution Insurance in an amount of: per occurr	rence.
Aircraft Liability in an amount of: per occurren	ce.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

not limit the State or Age	AAGES: This clause shall in no way be considered excludy's right to pursue any other available remedy. Vendo amount specified below or as described in the specifical	or shall pay
□	for	·
Liquidated Dam	ages Contained in the Specifications.	
✓ Liquidated Dam	ages Are Not Included in this Contract.	

- 12. 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.
- 13. 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.
- 14. 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 maintenance, licenses, or subscriptions may be paid annually in advance.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and 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.)

- 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. 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.
- 18. 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.
- 19. CANCELLATION: The Purchasing Division Director 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 Purchasing Division Director 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.
- 20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.
- 21. 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.
- 22. 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.
  - SUBCONTRACTOR COMPLIANCE: 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. 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.

- 24. 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. 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.
- 26. 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.
- 27. 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, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. 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.
- 29. 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.
- 30. 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.

31. 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.

32. 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.

SUBCONTRACTOR COMPLIANCE: 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a 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.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. 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.

36. 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.

- 37. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
  - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- 1. 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
- 2. 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.

42. 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.

- 43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 44. 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.
- 45. 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.
( ) o N , COO
(Name, Title) JOHN TINGEY COO
(Printed Name and Title)
(Printed Name and Title)  2 7 90 RASMUSSEN RD. STE 107 - PARK CITY, UT  (Address)  84098
(Phone Number) / (Fax Number)
(email address)
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 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 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.
BLUE 360 MEDIA, LIC
(Company) / ODHN TINGEY, COO
(Authorized Signature) (Representative Name, Title)
JOHN TINGET, CHIEF OPERATING OFFICER
(Printed Name and Title of Authorized Representative)
(Date)
844-599-2887
(Phone Number) (Fax Number)

### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Secretary of State's Office to establish a contract for the one-time purchase of the printing and distribution of the West Virginia Election Code 2021 Edition and the West Virginia Laws for Business and Licensing 2021 Edition.
- DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Contract Item" means printing and mailing services as more fully described by these specifications.
  - 2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

# 3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.
  - 3.1.1 Printing of the West Virginia Election Code 2021 Edition Quantity 250
    - 3.1.1.1 The West Virginia Election Code 2021 Edition must be printed using the offset method of printing. Presswork shall be of first grade, producing a clear, clean, sharp impression.
    - 3.1.1.2 The West Virginia Election Code 2021 Edition must have a colored cover with color foil print and will be approximately 1,000 pages.
    - 3.1.1.3 The West Virginia Election Code 2021 Edition must contain the West Virginia Code sections related to elections with updates from the 2017, 2018, 2019, 2020, and 2021 legislative sessions. The updates must be obtained by the vendor using the West Virginia Legislative Clerk, potentially via software that must be purchased if

the vendor does not currently have scripts or the ability to otherwise obtain the updates. The vendor shall be responsible for appending all updates. (See Attachment A "<u>West Virginia Code Book Spreadsheet 2021 Edition</u>."), an overview of the office, (See Attachment B).

- 3.1.1.4 The West Virginia Election Code 2021 Edition must include updated versions of all sections currently in the West Virginia Election Code 2016 Edition.
- 3.1.1.5 The West Virginia Election Code 2021 Edition must also contain the West Virginia Constitution, active West Virginia Code of State Rules filed with the Administrative Law Division of the Secretary of State's Office for (1) the State Election Commission rules, and (2) Secretary of State rules. (See Attachment A "West Virginia Code Book Spreadsheet 2021 Edition" at tab named "Elections Regulations.")
- 3.1.1.6 The West Virginia Election Code 2021 Edition must also contain a table of contents, case notes/annotations, and an index.
- 3.1.1.7 The West Virginia Election Code 2021 Edition must be perfect bound (also known as adhesive binding applied to the spine of gathered pages which, when dry, keeps the pages securely bound) with a trim size of approx. 6 ½ inches by 10 inches.
- 3.1.1.8 The West Virginia Election Code 2021 Edition must be printed on 40 pound paper with a 10-point type and 12-point slug.
- 3.1.1.9 The West Virginia Election Code 2021 Edition must have deluxe softcovers or equivalent with screen printing or equivalent. Agency will choose from vendor's standard color options.
- 3.1.1.10 The West Virginia Election Code 2021 Edition must be compatible as an electronic file to proof and include on the Secretary of State's website, and must be provided within 30 calendar day of awarding the contract.

# 3.1.2 Direct mailing of the West Virginia Election Code 2021 Edition

- 3.1.2.1 The direct mailing of the West Virginia Election Code 2021 Edition shall be mailed by the successful vendor. The vendor shall mail the number of copies indicated in Attachment C to each of the West Virginia County Clerks mailing addresses provided in the Attachment. The remainder of the West Virginia Election Code 2021 Edition shall be mailed to the West Virginia Secretary of State's Office.
- 3.1.3 Printing of West Virginia Laws for Business and Licensing Code 2021 Edition (Quantity minimum 50, maximum 100)
  - 3.1.3.1 The West Virginia Business and Licensing Code 2021 Edition must be printed using the offset method of printing. Presswork shall be of first grade, producing a clear, clean, sharp impression.
  - 3.1.3.2 The West Virginia Business and Licensing Code 2021 Edition must have a colored cover with color foil print and will be approximately 1,000 pages.
  - 3.1.3.3 The West Virginia Business and Licensing Code 2021 Edition must contain the West Virginia Code sections related to elections with updates from the 2017, 2018, 2019, 2020, and 2021 legislative sessions. The updates must be obtained by the vendor using the West Virginia Legislative Clerk, potentially via software that must be purchased if the vendor does not currently have scripts or the ability to otherwise obtain the updates. The vendor shall be responsible for appending all updates. (See Attachment A)
  - 3.1.3.4 The West Virginia Business and Licensing Code 2021 Edition must include updated versions of all sections currently in the West Virginia Business and Licensing Code 2016 Edition.

- 3.1.3.5 The West Virginia Business and Licensing Code 2021 Edition must also contain the West Virginia Constitution, active West Virginia Code of State Rules filed with the Administrative Law Division of the Secretary of State's Office for Secretary of State rules. (See Attachment A "West Virginia Code Book Spreadsheet 2021 Edition" at tab named "B&L Regulations.")
- 3.1.3.6 The West Virginia Business and Licensing Code 2021 Edition must also contain a table of contents, case notes/annotations, and an index.
- 3.1.3.7 The West Virginia Business and Licensing Code 2021 Edition must be perfect bound (also known as adhesive binding applied to the spine of gathered pages which, when dry, keeps the pages securely bound) with a trim size of approx. 8 ½ inches by 11 inches.
- 3.1.3.8 The West Virginia Business and Licensing Code 2021 Edition must be printed on 40 pound paper with a 10-point type and 12-point slug.
- 3.1.3.9 The West Virginia Business and Licensing Code 2021 Edition must have deluxe softcovers or equivalent with screen printing or equivalent. Agency will choose from vendor's standard color options.
- 3.1.3.10 The West Virginia Business and Licensing Code 2021 Edition must be compatible as an electronic file to proof and include on the Secretary of State's website, and must be provided within 30 calendar day of awarding the contract.

# 3.1.4 Direct mailing of the West Virginia Business and Licensing Code 2021 Edition

3.1.4.1 The direct mailing of the West Virginia Business and Licensing Code 2021 Edition shall be mailed by the successful vendor. The vendor shall mail all copies to the West Virginia Secretary of State address provided in Attachment C ("Code Book Delivery Locations.")

### 4. CONTRACT AWARD:

- 4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Page: Vendor should complete the Pricing Page by providing a unit price for each commodity and then multiplying by the quantity required to determine the extended price. All commodities will be awarded in total. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

### 5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

### 6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after approval of the proof by the Secretary of State Office. Contract Items must be delivered to Agency according to Attachment C "Code Book Delivery Locations".
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
  - Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

### 7 VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
  - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2 Failure to comply with other specifications and requirements contained herein.
  - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

# **EXHIBIT A - One-Time Printing and distribution of WV Code Books**

# CONTRACT ITEM

ter#	Item	Description if Applicable	Unit of Measure Quantity	Quantity	Unit Cost	Extended Cost
-	Printing of WV Election Code Books		Each	250		
7	Mailing of WV Election Code books	Mailing of election code books to 55 WV countles and to the Secretary of State Office	Each	250		
m	Printing of WV Business & Licensing Code Books		Each	100		
4	4 Mailing of WV Business & Licensing Code books	Mailing of Business & Licensing code books to the Secretary of State Office only	Each	100		
		ī	Total Bid Amount	mount		

Vendor should not alter pricing page and should fill out pricing page as is. The addition of alterations to the pricing page and/or addition of commodities other than those listed on the pricing page online or as an attachment will result in RFQ will be evaluated on all lines as the pricing page quanities are estimated and orders could be more or could be less.

# ATTACHMENT A

# West Virginia Business and Licensing Code 2021 Edition

Chapter	Article	Sections
11	12C	1-18
11	21	37c
19	4	1-30
29	4	12-16
29	19	1-16
29C	1	101-107
29C	2	101-102; 201-301
29C	3	101-102
29C	4	101-405
29C	5	101-104
29C	6	101-204
29C	7	101-202
29C	8	101
29C	9	101
30	18	1-13
30	39	1-21
31	14	1-16
31	15	1-33
31	18E	all sections
31B	1	101-114
31B	2	201-211
31B	3	301-303
31B	4	401-411
31B	5	501-504
31B	6	601-603
31B	7	701-704
31B	8	801-812
31B	9	901-907
31B	10	1001-1009
31B	11	1101-1104
31B	12	1201-1207
31B	13	1301-1306
31D	1	101-152
31D	2	201-206
31D	3	301-304
31D	4	401-404

31D	5	501-504
31D	6	601-640
31D	7	701-732
	8	801-860
31D		
31D	9	RESERVED
31D	10	1001-1021
31D	11	1101-1109
31D	12	1201-1202
31D	13	1301-1331
31D	14	1401-1440
31D	15	1501-1533
31D	16	1601-1620
31D	17	1701-1703
310	47	1,011,03
31E	1	101-152
31E	2	201-206
31E	3	301-304
31E	4	401-404
31E	5	501-504
31E	6	601-604
31E	7	701-728
31E	8	801-860
31E	9	RESERVED
31E	10	1001-1022
31E	11	1101-1104
31E	12	1201-1202
31E	13	1301-1340
31E	14	1401-1432; 1533
31E	15	1501-1520
31E	16	1601-1603
215	10	1001 1003
31F	1	101-103
31F	2	201-203
31F	3	301
31F	4	401-403
31F	5	501
441	•	
31G	all articles	all sections
33	4	12-13
33	44	5
<i></i>	44	•
35A	1	all sections
36	11	1-17
38	1A	7-8

38	5A	5	
39	1A	1-9	
39	4	all sections	
46	9	101-809	
46A	6C	1-12	
46A	6N	all sections	
47	a 2	1-19	
47	2A	1-4	
47	8	1-5	
47	9	1-63	
47	9A	1-7	
••	<b>4.</b> .		
47B	1	1-7	
47B	2	1-4	
47B	3	1-8	
47B	4	1-6	
47B	5	1-4	
47B	6	1-3	
47B	7	1-5	
47B	8	1-7	
47B	9	1-8	
47B	10	1-5	
47B	11	1-5	
48	2	402	
56	3	13-33	
59	1	2, 2a, 2c	
61	3	49	

# West Virginia Code of State Rules Business and Licensing Regulations

Title	Series	Sections
153	2	Section 4
153	2	Section 5
153	2	Section 6
153	2	Section 7
153	2	Section 8
450		Cartion 4
153	4	Section 1
153	4	Section 2
153	4	Section 3
153	5	All Sections
153	· 7	All Sections
153	12	All Sections
153	15	All Sections
153	16	All Sections
153	19	All Sections
153	29	All Sections
153	32	All Sections
153	35	All Sections
153	36	All Sections
153	45	All Sections
153	47	All Sections
153	50	All Sections

**Election Code** 

	Election Coo	ie .
Chapter	Article	Sections
3	1 to 12	All Sections
6	1	Section 8
6	5	Section 1
6	5	Section 2
6	5	Section 4
6	5	Section 5
6	6	Section 1
6	6	Section 7
6	14	Section 1
6	14	Section 2
6	14	Section 3
6	14	Section 4
6	14	Section 5
6	14	Section 6
6	14	Section 7
6	14	Section 8
U	A	5555
6B	2	Section 6
OB	~	Section 5
7	1	Section 1
	1	Section 1a
7		Section 1b
7	1	Section 3
7	1	Section 3nn
7	1	Section 3pp
7	1	Section 3ss
7	1	Section 15
7	1	
7	2	Section 2
7	2	Section 3
7	2	Section 8
7	3	Section 3a
7	3	Section 13
7	4	Section 1
7	7	Section 2
7	7	Section 3
7	7	Section 4
7	14	Section 15
7	14B	Section 21
7	25	Section 7a
7A	6	Section 7
8	1	Section 1
8	1	Section 2

	8	1	Section 3
	8	2	Section 1
	8	2	Section 4
	8	2	Section 5
	8	2	Section 6
	8	2	Section 8
	8	3	Section 3
		3	Section 6
	8		
	8	3	Section 7
	8	3	Section 8
	8	3	Section 10
	8	3A	Section 1
	8	3A	Section 2
	8	4	Section 1
	8	4	Section 2
	8	4	Section 3
	8	4	Section 4
	8	4	Section 5
	8	4	Section 6
	8	4	Section 7
	8	4	Section 8
	8	4	Section 9
	8	4	Section 10
	8	4	Section 11
	8	4	Section 12
	8	5	Section 1
	8	5	Section 2
	8	5	Section 3
		5	Section 4
	8		Section 5
	8	5	Section 6
	8	5	
	8	5	Section 7
	8	5	Section 8
	8	5	Section 9
	8	5	Section 10
	8	5	Section 11
	8	5	Section 12
	8	5	Section 12a
	8	5	Section 13
	8	5	Section 14
	8	5	Section 15
	8	5	Section 15a
	8	5	Section 16
	8	5	Section 17
	8	5	Section 18
8	8	5	Section 19
	8	5	Section 20

8	6	Section 1
8	6	Section 2
8	7	Section 2
8	9	Section 1
8	9	Section 2
8	10	Section 1
8	10	Section 3
8	11	Section 4
8	12	Section 4
8	14	Section 19
8	14	Section 21
8	15	Section 24
8	18	Section 16
8	21	Section 3
8	21	Section 5
8	23	Section 8
8	35	Section 1
8	35	Section 2
Ü		
8A	7	Section 7
8A	7	Section 8a
8A	7	Section 13
11	8	Section 16
11	8	Section 17
11	8	Section 18
13	1	Section 4
13	1	Section 5
13	1	Section 6
13	1	Section 6a
13	1	Section 7
13	1	Section 8
13	1	Section 9
13	1	Section 10
13	1	Section 11
13	1	Section 12
13	1	Section 13
13	1	Section 14
13	1	Section 25
13	1	Section 35
15	2	Section 13
16	12	Section 1
16	12	Section 9

16	12	Section 13
16	12	Section 14
17	19	Section 1
		Section 4
17	19	
17	28	Section 5
18	5	Section 1
18	5	Section 1a
18	5	Section 1b
18	5	Section 1c
18	5	Section 2
18	9	Section 1
18	9	Section 2
19	21A	Section 3
19	21A	Section 4
19	21A	Section 5
19	21A	Section 6
19	21A	Section 7
19	21A	Section 14
19	23	Section 8a
19	23	Section 8b
	23	Section 8c
19		
19	23	Section 21
20	5k	Section 3
22	15	Section 9
22	15A	Section 18
22C	4A	Section 3
22C	4A	Section 4
22C	6	Section 3
29	6	Section 20
29	22	Section 24
29	22A	Section 8
29	22C	Section 7
23	220	Jeelloll 7
47	20	Section 26
50	1	Section 3
50	1	Section 4
50	1	Section 6
51	1	Section 1

51	1	Section 10a
51	2	Section 1
51	2	Section 8
51	2	Section 13
51	2A	Section 1
51	2A	Section 4
51	2A	Section 5
51	2A	Section 18
51	2A	Section 19
59	1	Section 2b
59	3	Section 1
59	3	Section 2
59	3	Section 3
59	3	Section 4
59	3	Section 5
59	3	Section 6
59	3	Section 7
59	3	Section 8
59	3	Section 9

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**Election Code** 

Election Code				
Chapter	Article	Sections		
3	1 to 12	All Sections		
6	1	Section 8		
6	5	Section 1		
6	5	Section 2		
6	5	Section 4		
6	5	Section 5		
6	6	Section 1		
6	6	Section 7		
6	14	Section 1		
6	14	Section 2		
6	14	Section 3		
6	14	Section 4		
6	14	Section 5		
6	14	Section 6		
6	14	Section 7		
6	14	Section 8		
6B	2	Section 6		
7	1	Section 1		
7	1	Section 1a		
7	1	Section 1b		
7	1	Section 3		
7	1	Section 3nn		
7	1	Section 3pp		
7	1	Section 3ss		
7	1	Section 15		
7	2	Section 2		
7	2	Section 3		
7	2	Section 8		
7	3	Section 3a		
7	3	Section 13		
7	4	Section 1		
7	7	Section 2		
7	7	Section 3		
7	7	Section 4		
7	14	Section 15		
7	14B	Section 21		
7	25	Section 7a		
7A	6	Section 7		
8	1	Section 1		
8	1	Section 2		

8	1	Section 3
8	2	Section 1
8	2	Section 4
8	2	Section 5
8	2	Section 6
8	2	Section 8
	3	Section 3
8		
8	3	Section 6
8	3	Section 7
8	3	Section 8
8	3	Section 10
8	3A	Section 1
8	3A	Section 2
8	4	Section 1
8	4	Section 2
8	4	Section 3
8	. 4	Section 4
8	4	Section 5
8	4	Section 6
8	4	Section 7
8	4	Section 8
8	4	Section 9
8	4	Section 10
8	4	Section 11
8	4	Section 12
8	5	Section 1
8	5	Section 2
8	5	Section 3
8	5	Section 4
		Section 5
8	5	
8	5	Section 6
8	5	Section 7
8	5	Section 8
8	5	Section 9
8	5	Section 10
8	5	Section 11
8	5	Section 12
8	5	Section 12a
8	5	Section 13
8	5	Section 14
8	5	Section 15
8	5	Section 15a
8	5	Section 16
8	5	Section 17
8	5	Section 18
8	5	Section 19
8	5	Section 20
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8	6	Section 1
8	6	Section 2
8	7	Section 2
		Section 1
8	9	
8	9	Section 2
8	10	Section 1
8	10	Section 3
8	11	Section 4
8	12	Section 4
8	14	Section 19
8	14	Section 21
8	15	Section 24
		Section 16
8	18	
8	21	Section 3
8	21	Section 5
8	23	Section 8
8	35	Section 1
8	35	Section 2
8A	7	Section 7
8A	7	Section 8a
		Section 13
8A	7	Section 13
	_	
11	8	Section 16
11	8	Section 17
11	8	Section 18
13	1	Section 4
13	1	Section 5
13	1	Section 6
13	1	Section 6a
13	1	Section 7
13	1	Section 8
13	1	Section 9
13	1	Section 10
13	1	Section 11
13	1	Section 12
13	1	Section 13
13	1	Section 14
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# West Virignia Code of State Rules Elections Regulations

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146	1	All sections
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146	3	All sections
146	4	All sections
146	5	All sections
146	6	All sections
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# Office of the West Virginia Secretary of State Overview

The Secretary of State's Office has myriad responsibilities from overseeing the election process to registering companies that do business in West Virginia. We provide many other functions that assist the citizens of the State of West Virginia, including but not limited to, registering notaries, charities, marriage celebrants, athlete agents and private investigators. The descriptions below will give you a glimpse inside some of the services that we provide.

#### **Business and Licensing Division**

Pursuant to such and such, this division is responsible for registering all businesses in West Virginia and enforcing state requirements for business reporting. In addition, we are responsible for licensing for the following:

## **Notary Public**

The Secretary of State's Office issues notary commissions to qualified individuals and also maintains the state's notary records. As of July 1, 2014, significant changes have been made to the notary law in order to confirm with the Uniform Notary Act. Read the Notary Handbook on our website (www.wvsos.com) or request a copy to be mailed.

# Charities/Professional Fundraisers/Solicitors

The purpose of the Charities Division is to monitor and protect the people of the State of West Virginia by requiring full public disclosure by persons and organizations soliciting funds from our citizens. This division is in charge of processing charitable organization applications and ensuring charitable organization compliance with all West Virginia Laws.

#### Licensing

The Licensing Division of the Office of the Secretary of State oversees three separate areas: Private Investigators, Athletic Agents and the Registry of Persons Authorized to Perform Marriages.

# Private Investigators

Licenses are issued for Private Investigators for a one-year period of time and must be renewed annually as prescribed by West Virginia Code Chapter 30, Article 18.

Anyone who conducts a private investigation or security guard business within the state must obtain a corresponding license from the Secretary of State's Office through an application process. Once the applicant has provided the necessary information and met the eligibility requirements, a certificate and ID card are issued.

#### **Athletic Agents**

According to West Virginia Code Chapter 30, Article 38, anyone who negotiates, solicits or enters into an agency contract with a student-athlete, either directly or indirectly, within the State of West Virginia must obtain a license from the Secretary of State's Office.

# Registry of Persons Authorized to Perform Marriages

WV Code Chapter 48, Article 2, Section 402 requires that anyone who performs marriages within the State of West Virginia must be authorized through the Secretary of State's Office and will be listed on the statewide registry of persons authorized to celebrate marriages in the State. Eligibility requirements for receiving authorization to perform marriages within the state are listed in the above reference code site.

# **Business Organizations**

The primary functions of the Business Section are:

- Assisting citizens and community members in the process of starting a business.
- Authorization of the legal formation of West Virginia corporations, limited liability companies, limited partnerships, voluntary associations and business trusts. This Division also authorizes foreign companies to do business in this state.
- Registration of trade names, trademarks, service marks and credit service organizations.
- Filing of amendments, mergers, conversions, dissolutions, withdrawals and other changes to existing businesses.
- Filing of reservations and registrations of business entities' names.
- Producing copies, plain and certified, of any document of record filed in this division.

#### UCC

The purpose of the Uniform Commercial Code is to register liens filed by a lender when a borrower takes out a loan using consumer goods, commercial property or farm property located in West Virginia as collateral established by West Virginia Code Chapter 46, Article 9. The lien is filed in our office and may be searched by lending institutions. This process helps to protect the lender's interest in the collateral and allow other lenders to verify that property is free of liens before approving loans.

#### Service of Process

The process section of the Secretary of State's Office was created primarily for processing legal documents involving business organizations within and outside of the state. The Secretary of State is the constitutive attorney-in-fact for all businesses with operations in the State of West Virginia, as prescribed by West Virginia Code.

#### **Elections**

As the Chief Elections Officer of the state, it is the duty of the Secretary of State to create policies and promulgate rules for the administration of the election laws of West Virginia. The Secretary of State works with election officials to implement and enforce the laws and rules that govern elections in West Virginia. The Office of Secretary of State is responsible for the filing and maintenance of all Campaign Finance Reports for every citizen who runs for statewide, legislative or multi-county office in the state of West Virginia.

The Secretary of State is an ex officio member of the State Election Commission. The State Election Commission consists of the Secretary of State and four persons appointed by the Governor. The State Election Commission serves as an advisory body to the Secretary of State with the duties of recommending policies and practices pertaining to the conduct of elections and registration of voters. The Commission is also responsible for certifying voting systems for use in West Virginia.

#### **Administrative Law**

The Administrative Law Division was established in 1982 by West Virginia Code § 29A. The Legislature concluded that administrative laws and the administrative practices and procedures of the various executive and administrative officers, offices and agencies were often formulated without adequate public participation, and were collected and preserved for public knowledge and use in an unacceptable and essentially inaccessible fashion.

The Ad Law Division works with individual agencies, boards, and commissions to help with the rule making procedure. The division, in cooperation with the Auditor's Office, also participates in training sessions with boards and selected agencies. The West Virginia State Register is assembled and is available online by the Administrative Law Division. Orders, meeting notices, rules and other pieces of information are accepted and stamped in daily to be included in the State Register. All final versions of rules are posted on the Internet.

#### **Executive Journal**

This division was created pursuant to the need prescribed by West Virginia Code § 5-2-1 in which it is determined that the Secretary of State shall be the keeper of the seal of the state, keep a journal of executive proceedings, arrange and preserve all records and papers belonging to the executive department, be in charge of all clerical duties of that department and render to the Governor, in the dispatch of the executive business, such service as he may require.

The Secretary of State is a member of the Board of Public Works, which consists of the six elected State Constitutional Officers—Governor, Secretary of State, Auditor, Treasurer, Attorney General, Commissioner of Agriculture and the State Superintendent of Schools. The Legislature established the Board to assign certain responsibilities to a group of executive officials answerable to the voters rather than to a single official or executive agency. The Board meets at specific times of the year to establish public utility assessed valuations, hear appeals and approve levies. The Secretary of State serves as the secretary to the Board and the Executive Journal division maintains the official minutes and records.

In addition, this division maintains, researches and certifies the executive records for the public. Included in these executive records are executive orders, proclamations, requisitions, extraditions, waivers, pardons, appointments and oaths to boards and commissions, appointment of oaths of public officials, passed legislative bills, passed Joint Resolutions and various county filings.

#### **Investigations Unit**

The Investigations Unit was established to investigate potential violations of West Virginia law. It is staffed by professional investigators and attorneys. The Investigations Unit focuses on all aspects of voter and election violations including, but not limited to, vote buying, improper election procedures, and campaign finance violations, as well as investigating private investigators, charities and notaries.

#### **Important Contact Information**

#### Secretary of State's Office

State Capitol Building 1, Suite 157-K

1900 Kanawha Blvd. East

Charleston, WV 25305-0770

Email - wvsos@wvsos.com

Internet Address - www.wvsos.com

PHONE: 1-866-767-8683 or 304-558-8000

FAX - 304-558-5758 or 304-558-8381

# West Virginia Small Business Development Center

State Capitol Complex Bldg. 6, Rm. 652

1900 Kanawha Blvd E.

Charleston, WV 25305

PHONE: (304) 558-2960

FAX: (304) 558-0127

# **Business AskMe! Line:**

1-888-WVA-SBDC (toll free 1-888-982-7232)

West Virginia Development Office

1900 Kanawha Blvd., East

Capitol Complex,

Building 6, Room 553

Charleston, WV 25305-0311

PHONE: 304-558-2234

FAX: 304-558-1189

West Virginia State Tax Department	1-800-982-8297
Regional Taxpayer Assistance	
Charleston	1-304-558-3333
Clarksburg	1-304-627-2109
Huntington	1-304-528-5568
Martinsburg	1-304-267-0022
Parkersburg	1-304-420-4570
Wheeling	1-304-238-1152

#### West Virginia Department of Commerce

Capitol Complex, Bldg. 6, Room 525

Charleston, WV 25305-0311

PHONE: 800-982-3386 or (304) 558-2234

FAX: (304) 558-1189

## **Useful Websites**

http://www.wvsos.com

This site provides the most current information on the business and licensing section of the West Virginia Secretary of State's Office, which includes information relating to Fundraising and Charity filings; the Uniform Commercial Code; Service of Process; Trade- marks; Licensing of Private Investigators, Athlete Agents. Persons Who Perform Marriages, as well as Private Investigators and Security Guards; and Notaries. On-line Searches of each of each of the databases are now available or will be in the future.

In addition, this site provides information relating to the Administrative Law and Elections divisions of the office. Rules. Meeting Notices, the State Register, and Executive Orders are available in the AdLaw section. Election results and laws, campaign finance reports, other filings are available in the Elections section.

http://www.business4wv.com

You can now register your business, regardless of what entity type it is, through the state's government portal called "Business for West Virginia". The "Business for West Virginia" website will allow anyone wanting to start a business to access the "Business4WV" website and complete the entire registration process. Businesses also have the capability of filing their Annual Reports on-line provided they know their PIN number. Customers may use the site 24 hours a day, 7 days a week.

http://www.wva.state.wv.us/wvtax/default.aspx

Information relating to taxpayer filings and registrations with the West Virginia State Tax Department is available at this site. Licensing for Sole-proprietorships is handled by this department.

The West Virginia tax department also provides state income and business tax forms and information to businesses and citizens. As the state's chief economic and community development agency, the West Virginia Development Office improves the quality of life for all West Virginians by strengthening the state's communities and expanding its economy to create more and better jobs within the State. Packets and CDs on Small Businesses - "Going into Business in West Virginia" are made available through this office to anyone requesting it.

http://www.wvlabor.com/newwebsite/Pages/index.html

The Division of Labor operates under the umbrella of the West Virginia Department of Commerce. It is a multi-faceted and diverse state agency that protects both consumers and businesses in the State with its many nearly invisible programs. These programs include various business Inspections focused on eliminating health and safety issues.

http://abca.wv.gov

The mission of the Alcohol Beverage Control Administration (ABCA) is to sell and control the use of alcoholic beverages and to enforce the laws and regulations regarding alcoholic beverages in the State of West Virginia. This division handles the licensing, education, inspection enforcement of businesses that sell beer, wine, and liquor.

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Address	1900 Kanawha Blvd. E., Bldg. 1, Ste. 157-K	26 N. Main	400 W. Stephen St., Suite 106	200 State Street, Suite 104	300 Main Street, P.O. Box 486	632 Main Street	750 5th Avenue, Suite 108	363 Main Street, Suite 201	246 Main Street, P.O. Box 190	108 Court Street, Suite 1	100 Court Street Ste. 1	10 Howard Street	5 Highland Avenue	912 Court Street N	19 East Main Street	102 North Court Street	204 Washington Street, Rm. 111	306B Washington Avenue	100 Court Street North	100 East Washington Street	415 Quarrier Street	110 Center Avenue	8000 Court Avenue	300 Stratton Street, Rm. 102	219 Adams Street	600 7th Street	200 Sixth Street	90 Wyoming Street, Suite 109	1501 West Main Street, Suite 121	150 Armstrong Street	78 East Second Avenue, Rm. 125	243 High Street, Rm. 123	350 Main Street	77 Fairfax Street, Rm. 102	700 Main Street, Suite 2	1500 Chapline Street, Rm. 215
County	Kanawha	Barbour	Berkeley	Boone	Braxton	Brooke	Cabell	Calhoun	Clay	Doddridge	Fayette	Gilmer	Grant	Greenbrier	Hampshire	Hancock	Hardy	Harrison	Jackson	Jefferson	Kanawha	Lewis	Lincoln	Logan	Marion	Marshall	Mason	McDowell	Mercer	Mineral	Mingo	Monongalia	Monroe	Morgan	Nicholas	Ohio
Recipient Name	Secretary of State	Connie Kaufman	Elaine C. Mauck	Roger Toney	Sue Rutherford	Kim Barbetta	Phyllis Smith	Jean Simers	Connie Workman	Catee Slater	Michelle Holly	Jean Butcher	Bud Fisher	Robin Loudermilk	Eric Strite	George Foley	Gregory L. Ely	John Spires	Cheryl A. Bright	Jacki Shadle	Vera McCormick	Cindy Rowan	Direl G. Baker	John A. Turner	Julie Kincaid	Jan Pest	Diana N. Cromley	Donald L. Hicks	Verlin T. Moye	Lauren Ellifritz	Larry 'Yogi' Croaff	Carye L. Blaney	Donald J. Evans	Kimberly Johnson-Nickles	Bobby Painter	Toni Chieffalo

301 Court Lane	St. Marys	≩	26170	m
Pocahontas 900 C 10th Avenue	Marlinton	≩	24954	က
106 West Main Street, Suite 103	Kingwood	≩	26537	9
12093 Winfield Rd., Suite 3	Winfield	≩	25213	9
215 Main Street	Beckley	≩	25802	9
2 Randolph Avenue	Elkins	≩	26241	m
115 East Main Street, Rm. 201	Harrisville	≩	26362	m
200 Main Street	Spencer	≩	25276	m
120 Ballengee Street, Suite 106	Hinton	≩	25951	m
128 W. Main St., Annex 2	Grafton	≩	26354	m
211 First Street, Suite 204	Parsons	≩	26287	m
121 Main Street	Middlebourne	≩	26149	m
40 West Main Street, Rm. 101	Buckhannon	≩	26201	m
700 Hendricks Street	Wayne	≩	25570	ന
2 Court Square, Rm. G1	Webster Springs	<b>*</b>	26288	m
200 Main Street	New Martinsville	<b>%</b>	26155	m
19 Washington St Room 102	Elizabeth	<b></b>	26143	m
1 Court Square	Parkersburg	<b>≷</b>	26101	9
24 Main Avenue	Pineville	<b>%</b>	24874	m
			TOTAL	250
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ERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 09/08/2021 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME: Brian Bowen L.A. Bowen insurance inc PHONE (A/C, No, Ext): E-MAIL (801) 225-2442 (801) 225-2428 (A/C, No): 1345 West 1600 North brian.b@laboweninsurance.com ADDRESS: PO Box 67 INSURER(S) AFFORDING COVERAGE Orem NAIC# UT 84059 Twin City Fire Ins. Co. INSURER A: 29459 INSURED INSURER B Blue360 Media LLC INSURER C: 2750 Rasmussen Rd Ste 107 INSURER D: Suite 107 INSURER E : Park City UT 84098 INSURER F : **COVERAGES** CERTIFICATE NUMBER: 09.08.21 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR INSD WVD TYPE OF INSURANCE POLICY EFF POLICY EXP (MM/DD/YYYY) POLICY NUMBER COMMERCIAL GENERAL LIABILITY \$ 2,000,000 **EACH OCCURRENCE** CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 10,000 MED EXP (Any one person) \$ Α Υ 34SBAIK0848 07/12/2021 07/12/2022 2,000,000 PERSONAL & ADV INJURY \$ GEN'LAGGREGATE LIMIT APPLIES PER: 4,000,000 GENERAL AGGREGATE POLICY 4,000,000 PRODUCTS - COMPIOP AGG OTHER: Non-owned s 2,000,000 AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ 2,000,000 (Ea accident) ANY AUTO BODILY INJURY (Per person) 5 OWNED SCHEDULED 34SBAIK0848 UTOS ONLY 07/12/2021 AUTOS NON-OWNED 07/12/2022 BODILY INJURY (Per accident) s ALITOS ONLY PROPERTY DAMAGE (Per accident) AUTOS ONLY S S UMBRELLA LIAB OCCLIR **EACH OCCURRENCE** s FXCESS LIAB CLAIMS-MADE AGGREGATE s DED RETENTION 5 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT f vac decribe in E.L. DISEASE - EA EMPLOYEE 5 DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The State of West Virginia Department of Administration Purchasing Division is listed as Additional Insured CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN State of West Virginia Department of Administration Purchasing Division ACCORDANCE WITH THE POLICY PROVISIONS. 2019 Washington St AUTHORIZED REPRESENTATIVE

East Charleston

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