

**EXPRESSION OF INTEREST
WEST VIRGINIA DEPARTMENT OF TOURISM - STATE LIBRARY SECTION
LIBRARY DATA PLATFORM & SURVEY SERVICES (PLS-COMPATIBLE)**

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**SECTION ONE:
GENERAL INFORMATION**

- 1. PURPOSE:** The West Virginia Department of Tourism on behalf of the State Library Section is seeking an Expressions of Interest (EOI) from qualified vendors capable of providing a comprehensive data platform and survey solution for public library data collection, integration, analysis, and reporting in alignment with the Institute of Museum and Library Services (IMLS) Public Libraries Survey (PLS).
- 2. PROJECT:** The objective of this EOI is to identify qualified vendors with the capability and experience to deliver a solution that meets state and federal reporting requirements and supports long-term data management and analysis.
- 3. SCHEDULE OF EVENTS:**

Event	Dates and Times
Written Questions Submission Deadline	May 29, 2026, at 12:00 pm
Addendum Issued with Agency Answers	June 3, 2026, at 4:00 pm
Expressions of Interest Submission Deadline	June 9, 2026, at 12:00 pm
Notify Finalists of Oral Presentation	June 12, 2026 at 4:00 pm
Oral Presentations	TBD
Selection and Negotiation Process Begins	TBD



SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that, if overlooked, could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Department of Tourism. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum at WVtourism.com/purchasing if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding. Submitted emails should have a solicitation number in the subject line.

Question Submission Deadline:

Submit Questions via email to:

Mary R. Kemper

Account Coordinator/Construction Procurement Specialist

Mary.R.Kemper@wv.gov

- 4. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding. Only information issued in writing and added to the Solicitation by an official written addendum by the Department of Tourism is binding.
- 5. EOI RESPONSE SUBMISSION:** All bids must be submitted electronically by email to Mary.R.Kemper@wv.gov rather than through OASIS.
- 6. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Department of Tourism and posted at WVtourism.com/purchasing. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.





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- 7. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 8. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §144-3-7.5.2, from the time a requisition is submitted to the Procurement Officer for public advertisement until an award is made, evaluators and office personnel are not permitted to communicate with vendors about the solicitation or any component thereof without prior approval from the Procurement Officer. All communications and inquiries from bidders regarding the solicitation must be directed to the Procurement Officer until an award has been made. Nothing in this subsection, however, shall prevent the evaluators and office personnel from communicating with a vendor about existing contracts or other matters unrelated to the solicitation in question.
- 9. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 10. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents and are subject to the West Virginia Freedom of Information Act. W. Va. Code §§ 29B-1-1 et seq. West Virginia Code, however, exempts from disclosure "[a]ny documentary material, data or other writing made or received by the Department of Tourism, the West Virginia Department of Economic Development, or the Tourism Advisory Council, for the purpose of furnishing assistance to a new or existing business, or of developing or implementing a comprehensive tourism advertising, promotion, and development strategy pursuant to § 5B-2I-4 of this code." W. Va. Code § 5B-2I-8.
- 11. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.





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12. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For the purposes of this Solicitation, a bid is considered delivered when confirmation of delivery has been provided via email from Mary Kemper.

Bid Opening Date and Time:

Bid Opening Location: Building 9, Suite 106, 1900 Kanawha Blvd East, Charleston, WV 25305.

13. E-MAIL NOTIFICATION OF AWARD: Tourism will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide Tourism with a valid email address in the bid response. Bidders may also monitor Tourism's website to determine when a contract has been awarded.



SECTION THREE: PROJECT SPECIFICATIONS

1. **BACKGROUND:** The West Virginia Department of Tourism on behalf of the State Library Section is seeking Expressions of Interest (EOI) from qualified vendors capable of providing a comprehensive data platform and survey solution for public library data collection, integration, analysis, and reporting in alignment with the Institute of Museum and Library Services (IMLS) Public Libraries Survey (PLS).
2. **PROJECT AND GOALS:** This Expression of Interest (EOI) seeks to identify qualified vendors possessing the necessary capability and proven experience to successfully deliver a comprehensive, modern, and scalable Library Data Platform solution. This platform must not only meet all current state and federal reporting mandates—including specific requirements for library circulation, collection management, and user statistics, but also establish a robust, future-proof foundation for long-term data management, comprehensive analysis, and evidence-based decision-making across all participating libraries within the state system. A core function of this platform will be to centralize and standardize diverse data sources, ensuring data integrity, accessibility, and security while facilitating advanced analytical capabilities to optimize resource allocation, enhance patron services, and demonstrate the overall value and impact of public library services.
3. **MAIN GOALS:**
 - 3.1. **Statewide Standardization of Library Data Reporting** - Establish a unified data platform that ensures all participating libraries collect and report data in full alignment with the State of West Virginia, Institute of Museum and Library Services Public Libraries Survey (PLS) standards.
 - 3.2. **Implementation of an Integrated Library Data & Analytics Platform** - Deploy a centralized platform capable of integrating with existing ILS systems, collecting survey and operational data, and providing real-time analytics and reporting.
 - 3.3. **Data Quality Improvement & Longitudinal Analysis Initiative** - Develop a structured process to integrate historical library data, identify discrepancies, and perform year-over-year analysis to improve accuracy and strategic planning.
4. **QUALIFICATIONS, EXPERIENCE, AND PAST PERFORMANCE:** Respondents to this Expression of Interest (EOI) are required to submit comprehensive documentation addressing the following critical areas. The objective is to obtain a clear and granular understanding of the proposed solution, the vendor's qualifications, and their methodology for the implementation and ongoing support of a resilient Library Data Platform.





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4.1. Company Overview and Relevant Experience

Company Profile: A detailed overview of the vendor's organization, including its history, mission, core competencies, and organizational structure.

Financial Stability: Evidence of financial stability and capacity to undertake a project of this scope, potentially including annual revenue and years in business.

Relevant Project Experience: A minimum of three case studies or detailed descriptions of successfully completed projects that are similar in scope, complexity, and technology to the proposed Library Data Platform. These examples should highlight experience specifically within the public sector or with large-scale library data management systems.

Key Personnel: Identification and brief biographies of the primary individuals who will be responsible for the project's execution and ongoing support, emphasizing their relevant expertise and certifications.

5. ORAL PRESENTATIONS/INTERVIEWS: Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:

5.1. Materials and Information Required at Oral Presentation/Interviews: Vendor must provide proof of qualifications, experience and past performance as outlined in Section Three.



SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

- 1. ECONOMY OF PREPARATION:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
- 2. BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI response.
- 3. EVALUATION AND AWARD PROCESS:** Expressions of Interest will be evaluated and awarded in accordance with the procedures set forth in W. Va. Code R. 144-3-1 et seq.
- 4. CONTRACTING:** Upon selection, the contract documents will be forwarded to the West Virginia Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

5. VENDOR RESPONSE REQUIREMENTS

5.1. Description of Proposed Platform and Capabilities

Architecture and Technology Stack: A clear and detailed description of the proposed platform's technical architecture, including the underlying technologies (e.g., cloud environment, database technology, programming languages, APIs).

Core Functional Capabilities: A comprehensive list and description of all core functions the platform provides, focusing on data ingestion, storage, processing, and retrieval capabilities.

Scalability and Performance: Information on the platform's ability to scale horizontally and vertically to accommodate future growth in data volume and user load, along with projected performance metrics for key operations.

Security and Compliance: A detailed outline of the platform's security measures, including data encryption (at rest and in transit), access controls, disaster recovery protocols, and adherence to relevant data privacy and security regulations (e.g., FERPA, state-level privacy mandates).

5.2. Experience with Public Library Survey (PLS) or Similar Datasets



PLS Data Expertise: Specific experience and successful prior projects involving the ingestion, normalization, analysis, and reporting of data derived from the Institute of Museum and Library Services (IMLS) Public Library Survey (PLS) or comparable national library statistical datasets.

Understanding of Library Metrics: Demonstrated understanding of key library performance indicators (KPIs) and metrics derived from the PLS and other standardized reporting frameworks.

Data Quality Assurance: The proposed methodology for ensuring the quality, accuracy, and consistency of PLS and related library data within the platform.

5.3. Approach to Data Integration and Analysis

Data Source Integration Strategy: A detailed plan for integrating data from multiple, disparate sources, including existing library systems (e.g., ILS, discovery layers), state-level collection systems, and third-party data providers. This should specify the tools and techniques used for Extract, Transform, Load (ETL) processes.

Data Harmonization and Normalization: The approach to standardizing and harmonizing diverse datasets to enable cross-source analysis and consistent reporting.

Advanced Analytics Capabilities: Description of the platform's built-in analytical tools, including statistical modeling, predictive analytics capabilities, and geospatial analysis features, if applicable.

5.4. Description of Reporting Tools and Outputs

Standard and Customizable Reports: A catalog of standard reports available out-of-the-box, as well as a description of the tools and interfaces provided for end-users to create custom, ad-hoc reports and dashboards.

Data Visualization: The platform's capabilities for dynamic and intuitive data visualization, including examples of dashboard designs and interactive charts.

Output Formats and Distribution: Details on the available output formats (e.g., CSV, Excel, PDF, API access) and mechanisms for securely distributing reports to various stakeholders.

5.5. Training and Support Approach

Implementation Training: A comprehensive plan for initial training of system administrators, power users, and general staff on all aspects of the platform, including user manuals and training materials.

Ongoing Technical Support: A description of the standard support package,



including hours of operation, guaranteed response times (SLAs), and the communication channels available for technical support (phone, email, ticket system).

Documentation: Availability and quality of user documentation, technical specifications, and system administration guides.

5.6. Escalation Procedures

Issue Tiers: A clearly defined, tiered system for classifying and prioritizing technical issues (e.g., P1 Critical, P2 High, P3 Medium).

Escalation Matrix: A structured escalation matrix identifying key personnel and their roles at the vendor's organization responsible for resolving high-priority issues, including contact information and expected resolution timelines for each tier.

5.7. Sample Implementation Timeline

Project Phases: A detailed, phased timeline outlining all major project milestones, from contract signing through final system go-live, including key activities such as requirements gathering, platform configuration, data migration, user acceptance testing (UAT), and deployment.

Resource Allocation: An estimate of the time and resources required from both the vendor and the client for each phase of the implementation.

Dependencies: Identification of critical dependencies and potential risks that could impact the schedule.



SECTION FIVE: TERMS AND CONDITIONS

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document 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 Vendor's 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. **"AWARD DOCUMENT"** means the document signed by the Agency and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

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

2.7. **"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:

This Contract is a Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Three hundred sixty-five (365) calendar days.

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





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- 6. **EMERGENCY PURCHASES:** The Procurement Officer 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 shall not constitute a 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. **LICENSE(S) /CERTIFICATIONS/ PERMITS:** The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications upon request.
- 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 cancellation, 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: \$1,000,000.00 occurrence.

Notwithstanding anything contained in this section to the contrary, Tourism 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. **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:

 X 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





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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 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 maintenance, licenses, or subscriptions may be paid annually in advance.
- 14. 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.)
- 15. 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.
- 16. 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 provides during the price negotiation step. 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.
- 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 Procurement Officer 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 Procurement Officer 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 regarding 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.
- 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.
- 22. 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 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.





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- 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 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 defects 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 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.

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.

- 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





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West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. 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.

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





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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. 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.

37. REPORTS: Vendor shall provide any and all reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

38. BACKGROUND CHECK: 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 the results from a criminal background check. Service providers should contact the West Virginia Division of Protective Services at 304-558-9911 for more information.

39. 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.

40. 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.

SECTION SIX: SELECTION PROCESS

The selection process will be conducted in accordance with applicable provisions of West Virginia Code, including but not limited to W. Va. Code §5B-2I-4(f), as deemed by the secretary, in his or her sole discretion, necessary or advisable to assist the department in carrying out its powers and duties as set forth in this article for the procurement of professional and technical services.

The West Virginia Department of Tourism, on behalf of the State Library Section, has the authority to engage and retain one or more vendors, consultants, firms, or individuals, as deemed necessary,





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to provide a comprehensive Library Data Platform and Survey Services solution. Such services are intended to support statewide public library data collection, integration, analysis, and reporting in alignment with Institute of Museum and Library Services (IMLS) Public Libraries Survey (PLS) requirements.

When procuring these services, the Department will solicit Expressions of Interest (EOI) from qualified vendors. Submissions must include a statement of qualifications, relevant experience, technical approach, and demonstrated capability to deliver a scalable and compliant data platform solution, including data integration, reporting, and analytics functionality.

All potential contracts shall be publicly announced through a Class II legal advertisement in accordance with W. Va. Code §59-3-3. A committee composed of three to five representatives from the Department and/or designated Tourism Advisory Council, as appointed by the secretary, shall evaluate all submitted EOIs. The evaluation will be based on qualifications, experience, technical approach, and overall capability to meet the requirements outlined in the solicitation.

The evaluation committee will identify and rank the most qualified vendors in order of preference. The Department will then enter into scope and contract negotiations with the highest-ranked vendor. If a satisfactory agreement cannot be reached at a price deemed fair and reasonable, negotiations will proceed with the next highest-ranked vendor. This process will continue until a contract is successfully executed.

To maintain transparency, consistency, and fairness in the procurement process, Tourism reserves the right to follow this selection procedure regardless of project cost.

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.

_____		_____	
Name		Title	
_____		_____	
Email		Phone Number	
_____		_____	_____
Address	City	State	Zip

CERTIFICATION AND SIGNATURE PAGE

By signing below, the Vendor certifies and agrees as follows:

1. The Vendor has reviewed this Expression of Interest (EOI) in its entirety, understands all requirements, terms, conditions, and specifications contained herein, and agrees to comply with the same.
2. The Vendor's submission is made without prior understanding, agreement, or connection with any corporation, firm, partnership, or person submitting a response for the same services, and is in all respects fair and without collusion or fraud.





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- 3. The Vendor certifies that it has the capability, experience, and resources necessary to perform the services described in this EOI and will comply with all applicable federal, state, and local laws, regulations, and ordinances.
- 4. The Vendor understands that this EOI is not a contract and does not obligate the State of West Virginia to award a contract or pay any costs incurred in the preparation or submission of a response.
- 5. The Vendor acknowledges that its submission and any resulting contract are public documents subject to disclosure under the West Virginia Freedom of Information Act, W. Va. Code §29B-1-1 et seq., unless otherwise exempt.
- 6. The Vendor certifies that it is properly licensed, registered, and in good standing with all applicable state and local agencies, including, but not limited to, the West Virginia Secretary of State and the West Virginia State Tax Department.
- 7. The Vendor agrees to comply with all applicable provisions of the West Virginia Code and the rules of the West Virginia Purchasing Division.
- 8. The individual signing below certifies that he or she is authorized to bind the Vendor in a contractual relationship and to execute all documents related to this submission.

VENDOR INFORMATION

CONTACT INFORMATION

Vendor Name: _____

Address: _____

Title: _____

City, State, Zip: _____

Signature: _____

Phone Number: _____

Date: _____

Email Address: _____

