



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

# State of West Virginia Master Agreement

Order Date: 09-25-2024

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:         | CMA 0432 4750 DCH2500000002 1 | Procurement Folder:      | 1409562    |
| Document Name:        | Library Print Materials       | Reason for Modification: |            |
| Document Description: | Library Print Materials       |                          |            |
| Procurement Type:     | Central Master Agreement      |                          |            |
| Buyer Name:           |                               |                          |            |
| Telephone:            |                               |                          |            |
| Email:                |                               |                          |            |
| Shipping Method:      | Best Way                      | Effective Start Date:    | 2024-10-01 |
| Free on Board:        | FOB Dest, Freight Prepaid     | Effective End Date:      | 2025-09-30 |

| VENDOR   | DEPARTMENT CONTACT |                     |                     |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |  |
|--|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|----|--|--|----|----|--|--|----|----|--|--|--|
| Vendor Customer Code: VS0000044731<br>LEHRBOOK LLC<br>8 YALE DRIVE<br><br>MONSEY NY 10952<br>US<br>Vendor Contact Phone: 8452622864 Extension:<br><br>Discount Details:<br><table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table> |                    | Discount Allowed    | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | No |  |  | #3 | No |  |  | #4 | No |  |  | Requestor Name: Brent A Epling<br>Requestor Phone: 304-558-2041<br>Requestor Email: brent.a.epling@wv.gov<br><br><div>2025<br/>FILE LOCATION _____</div> |
|  | Discount Allowed   | Discount Percentage | Discount Days       |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |  |
| #1   | No                 | 0.0000              | 0                   |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |  |
| #2   | No                 |                     |                     |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |  |
| #3   | No                 |                     |                     |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |  |
| #4   | No                 |                     |                     |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |  |

| INVOICE TO  | SHIP TO   |
|---|---|
| RECEIVING DEPARTMENT<br>DIVISION OF CULTURE & HISTORY<br><br>CULTURAL CENTER<br>1900 KANAWHA BLVD E<br>CHARLESTON WV 25305-0300<br>US | RECEIVING DEPARTMENT<br>DIVISION OF CULTURE & HISTORY<br><br>CULTURAL CENTER<br>1900 KANAWHA BLVD E<br>CHARLESTON WV 25305-0300<br>US |

Total Order Amount:

Open End

Purchasing Division's File Copy

## PURCHASING DIVISION AUTHORIZATION

DATE: 9/26/24  
ELECTRONIC SIGNATURE ON FILE

## ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: 10/2/2024  
ELECTRONIC SIGNATURE ON FILE

## ENCUMBRANCE CERTIFICATION

DATE: 10-2-24  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

The Vendor, Lehrbook, LLC agrees to enter into a contract with the Agency, West Virginia Department of Arts, Culture, and History, Library Section, to provide books and print materials (collectively "Print Library Material") per the bid requirements, terms, conditions, specifications, Addendum 01 issued 06/17/2024, Addendum 02 issued 07/03/2024, Addendum 03 issued 07/22/2024, Addendum 04 issued 08/06/2024, Addendum 05 issued 08/08/2024 and the vendor's bid dated 08/15/2024 all incorporated herein by reference and made apart of hereof.

Effective dates: 10/01/2024 - 9/30/2025

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 1            | 60102300       |              |          | EA                      | 0.000000   |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

Commodity Line Description:     Library Print Materials

**Extended Description:**

See attached pricing page for further details.

## **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:** The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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 three (3) 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 within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the 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).

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

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

☐ **Other:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

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

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

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

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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 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: \$1,000,000.00 per occurrence.

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

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

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

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

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

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

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

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

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

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

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

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

**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](mailto: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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Aron Grossman, President

(Address) 8 Yale Drive Unit 102, Monsey, NY 10952


(Phone Number) / (Fax Number) 845-414-6406

(email address) bids@lehrbook.com

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

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

LehrBook, LLC

(Company) 

(Signature of Authorized Representative)

Aron Grossman, President, 9/25/24

(Printed Name and Title of Authorized Representative) (Date)

845-414-6406

(Phone Number) (Fax Number)

bids@lehrbook.com

(Email Address)



REQUEST FOR QUOTATION  
Print Library Materials  
CRFQ DCH24\*07

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Arts, Culture and History, Library Section (hereinafter “State Library Section”) to establish an open-end contract for books and print materials (collectively “Print Library Materials”). The contract awarded from this solicitation shall cover eligible items from the vendor’s catalog.

This will be a single vendor contract and its intended use will be for the State Library Section Reference Library collection.

- 2. 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 “Catalog”** means the price list or sales catalog that includes all items that the vendor can and will sell under this contract.
- 2.2 “Catalog Price”** means the lowest price listed for an eligible item in the vendor’s catalog. (ex. A book priced at \$20.00 per book has a catalog price of \$20.00. A crate of books priced at \$400.00 has a catalog price of \$400.00).
- 2.3 “Discount Percentage”** means the percentage discount that the vendor will apply to all agency purchases of eligible items in a given product category.
- 2.4 “Discounted Price”** means the price that the vendor will charge the agency for the purchase of eligible items under this contract. The discounted price is the catalog price reduced by the discount percentage.
- 2.5 “Discounted Unit Price”** means the discounted price of one unit of an eligible item purchased under this contract. The discounted unit price will only be used for evaluation purposes.
- 2.6 “Eligible Item”** means any item contained in the vendor’s catalog that the vendor can and will sell to the State under this contract and includes print books as generally defined.
- 2.7 “Pricing Page” or “Pricing Pages”** means the schedule of prices, discount percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the solicitation responses.
- 2.8 “Release Date”** means a fixed date on which an eligible item is due to become available for the public to purchase.

REQUEST FOR QUOTATION  
Print Library Materials  
CRFQ DCH24\*07

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- 2.9 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.10 “Total Bid Cost”** means the sum of the bid total column on the pricing pages shown below the bid total column and identified as the total bid cost.
- 2.11 “Unit”** means the smallest measurable amount of an eligible item and is identified on the pricing pages in the unit column. The unit will only be utilized for bid evaluation purposes.
- 2.12 “Unit Price”** means the price of an individual unit of an eligible item as shown on the pricing pages.
- 2.13 “Units Provided for Catalog Price”** means the total number of units of an eligible item contained in the package advertised for sale in the vendor’s catalog that corresponds with the catalog price (ex. A box of 200 nuts advertised in the vendor's catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in the vendor’s catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000).

**3. GENERAL REQUIREMENTS:**

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.1.1** Eligible items must be in compliance with current copyright and intellectual property laws.
- 3.1.1.1** Vendor shall be able to provide Adult Fiction and Nonfiction print titles.
- 3.1.1.2** Vendor shall be able to provide Young Adult Fiction and Nonfiction print titles.
- 3.1.1.3** Vendor shall be able to provide Juvenile Fiction and Nonfiction print titles.
- 3.1.1.4** The vendor shall operate a website that provides the State Library Section with bibliographic information and stock information, as well as the ability to create individual shopping carts that can be managed by a central administrative account.

REQUEST FOR QUOTATION  
Print Library Materials  
CRFQ DCH24\*07

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- 3.1.1.5 The vendor shall provide suggested selection lists for adult fiction, adult nonfiction, young adult and juvenile, from which the State Library Section staff may select titles. These selection lists shall be created by the vendor's staff, rather than by the vendor's other customers.
- 3.1.1.6 The vendor shall offer the ability to place standing orders via its website or some similar means. The State Library Section shall be able to place standing orders for new titles, cancel standing order titles, and claim volumes in standing orders that were not received.
- 3.1.1.7 The vendor shall provide optional processing services (e.g., plastic jacket applied per item, plastic jacket loose per item, spine label applied per item, plastic jacket/spine label applied per item) upon State Library Section request.

**4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:**

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a single discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the pricing pages.
- 4.2 **Discount Percentage:** The vendor shall quote a single discount percentage that will reduce the lowest price shown in the catalog for every eligible item. The resulting discounted price shall be the price the agency will pay for purchases of that eligible item under this contract.

The vendor shall not incorporate discount percentages into its catalog unless the vendor clearly shows the catalog price and then separately lists the applicable single discount percentage and the discounted price for each eligible item.

The discount percentage and subsequent discounted price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that the vendor may require, including delivery charges as indicated below, because those fees will not be paid separately. The agency shall only pay the appropriate single discounted unit price for items purchased under this contract.

- 4.3 **Pricing Pages:** Vendor must complete the Pricing Page by completely filling out Exhibit "A" Pricing Page Excel Spreadsheet and enter the total bid amount into the commodity line of wvOasis. The information requested on the pricing pages for each frequently purchased eligible item includes the vendor's eligible item manufacturer, the manufacturer's number for each eligible item, catalog prices, units provided for catalog price, unit prices, discount percentage, discounted unit prices, and item total

REQUEST FOR QUOTATION  
Print Library Materials  
CRFQ DCH24\*07

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costs. The vendor must also include the total bid cost. The vendor must complete all columns as failure to do so may result in Vendor's bids being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [larry.d.mcdonnell@wv.gov](mailto:larry.d.mcdonnell@wv.gov)

**It is intended that the vendor bid a single discount percentage per category. The discount percentage bid in the Discount Percentage column must match the discount percentage bid for the List of Discount Percentages.**

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors must complete the pricing pages through wvOASIS or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. If the vendor is submitting a bid online, the vendor must submit the pricing page as an attachment. TOTAL BID AMOUNT is the amount the vendor is to enter into wvOASIS commodity line when submitting.

If the vendor completes Exhibit A Pricing Page electronically, the vendor must list their catalog price and their single discount percentage under "List of Discount Percentages" column.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

The Purchasing Division reserves the right to take the vendor's pricing page and insert the appropriate numbers into the Microsoft Excel spreadsheet if the vendor chooses to complete the pricing pages in any other way.

## **5. ORDERING AND PAYMENT:**

REQUEST FOR QUOTATION  
Print Library Materials  
CRFQ DCH24\*07

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- 5.1 Submission.** The vendor must submit its catalog prior to award of this contract for evaluation purposes. The vendor shall also mail the catalog free of charge to any agency desiring to use this contract if the catalog is not electronically entered into wvOASIS. The vendor may be required to input its catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of this catalog may also be requested in an electronic format. The vendor's catalog, or data from the catalog entered into wvOASIS will be used by agencies to order eligible items under this contract.

The vendor must identify all items listed on the pricing pages by circling or highlighting those items in its catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the pricing pages and the actual price listed in the catalog, the actual price shall prevail, and the pricing pages may be corrected by the Purchasing Division buyer for evaluation purposes.

- 5.2 Catalog Modification:** The Purchasing division may permit the vendor to update its catalog at each renewal date. Determination of whether or not to allow a catalog update is at the sole discretion of the Purchasing Division. Any request by the vendor to update its catalog must include a detailed listing of the following: (1) any eligible items being removed, discounted unit prices for those items, agencies' quantities of usage of those items, and the total spent by agencies on those items; (2) any eligible items being added to the catalog and the discounted unit price of those items; (3) all changes in the discounted unit price to eligible items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the eligible items available under the contract and prices for those items shall remain unchanged during the term of this contract.

**6. ORDERING AND PAYMENT:**

- 6.1 Ordering:** Vendor shall accept orders through regular mail, facsimile, e-mail, on-line through a secure internet ordering portal/website or any other written form of communication. If Vendor has the ability to accept on-line orders, it must include in its response a brief description of how Agencies may utilize the on-line ordering system. Any online ordering system must have the capability to restrict prices and available items to conform to the catalog originally submitted with this solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

The vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this contract, to allow the Purchasing Division to ensure that the requirements of this contract are being met.

REQUEST FOR QUOTATION  
Print Library Materials  
CRFQ DCH24\*07

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- 6.2 Invoicing and Payment:** The vendor shall indicate the discount received on each invoice submitted for payment. The vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this contract.

**7. DELIVERY AND RETURN:**

- 7.1 Delivery Time:** Vendor shall deliver standard orders within 14 working days after orders are received. Vendor shall deliver emergency orders within 7 working days after orders are received. If the Library Section orders an item before its release date, then the Vendor shall deliver those items purchased before the release date within 14 working days of release date. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible items must be delivered to the State Library Section at West Virginia Department of Arts, Culture and History, ATTN: State Library Section, 1900 Kanawha Boulevard East, Culture Center, Charleston, WV 25305.

- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 7.4 Return of Unacceptable Items:** Items that the agency deems to be unacceptable shall be returned to the vendor at the vendor's expense and with no restocking charge. The 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 the agency for delivery expenses. If the original packaging cannot be utilized for the return, the 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.

REQUEST FOR QUOTATION  
Print Library Materials  
CRFQ DCH24\*07

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Items may be deemed to be unacceptable for reasons including, but not limited to, damage incurred during the shipping process, print quality, binding quality, and mispacking errors.

- 7.5 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. the vendor's location. The vendor shall not charge a restocking fee if returned products are in 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.

**8. VENDOR DEFAULT:**

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

- 8.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

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

- 8.2.1** Immediate cancellation of the Contract.
- 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3** Any other remedies available in law or equity.

**REQUEST FOR QUOTATION**  
**Print Library Materials**  
**CRFQ DCH24\*07**

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**9. MISCELLANEOUS:**

- 9.1 No Substitutions:** The vendor shall supply only Eligible Items contained in its catalog submitted in response to the Solicitation or an updated catalog approved by the Purchasing Division as described above. The vendor shall not supply substitute items.
- 9.2 Vendor Supply:** The vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, the vendor certifies that it can supply the Eligible Items contained in its bid response.
- 9.3 Reports:** The vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. The vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 Contract Manager:** During its performance of this Contract, the vendor must designate and maintain a primary contract manager responsible for overseeing the vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The vendor must list its Contract manager and his or her contact information below.

|                          |                    |
|--------------------------|--------------------|
| <b>Contract Manager:</b> | Heshy Ginzburg     |
| <b>Telephone Number:</b> | 845-414-60046x204  |
| <b>Fax Number:</b>       |                    |
| <b>Email Address:</b>    | heshy@lehrbook.com |





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

State of West Virginia  
Centralized Request for Quote  
Miscellaneous

Proc Folder: 1409562

Doc Description: Library Print Materials

Reason for Modification:

To post addendum 01

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No         | Version |
|-------------|---------------------|-------------------------|---------|
| 2024-06-17  | 2024-07-09 13:30    | CRFQ 0432 DCH2400000007 | 2       |

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

**FOR INFORMATION CONTACT THE BUYER**

Larry D McDonnell  
304-558-2063  
larry.d.mcdonnell@wv.gov

Vendor  
Signature X

FEIN#

DATE

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

**ADDITIONAL INFORMATION**

Addendum 01

To extend bid opening date from 6/24/2024 to 7/09/2024.

Bid opening time still remains at 1:30PM EST

No other changes

**INVOICE TO**DIVISION OF CULTURE &  
HISTORY

CULTURAL CENTER

1900 KANAWHA BLVD E

CHARLESTON

WV

US

**SHIP TO**DIVISION OF CULTURE &  
HISTORY

CULTURAL CENTER

1900 KANAWHA BLVD E

CHARLESTON

WV

US

| Line | Comm Ln Desc            | Qty     | Unit Issue | Unit Price | Total Price |
|------|-------------------------|---------|------------|------------|-------------|
| 1    | Library Print Materials | 1.00000 | EA         |            |             |

**Comm Code****Manufacturer****Specification****Model #**

60102300

**Extended Description:**

The commodity line should reflect the overall total including the renewal years. See attached documentation for further details.

**SCHEDULE OF EVENTS****Line****Event****Event Date**

1

Vendor Questions Due by 2:00PM EST

2024-06-11

## SOLICITATION NUMBER: CRFQ DCH24\*07

### Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

#### Applicable Addendum Category:

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

#### Description of Modification to Solicitation:

To extend bid opening date from 6/24/2024 to 7/09/2024.

Bid opening time still remains at 1:30PM EST

No other changes

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

#### Terms and Conditions:

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



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

State of West Virginia  
Centralized Request for Quote  
Miscellaneous

|   |                            |                         |  |
|---|----------------------------|-------------------------|--|
| <b>Proc Folder:</b> 1409562                     |                            |                         | <b>Reason for Modification:</b><br>To post Addendum 02 |
| <b>Doc Description:</b> Library Print Materials |                            |                         |  |
| <b>Proc Type:</b> Central Master Agreement      |                            |                         |  |
| <b>Date Issued</b>                              | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>   |
| 2024-07-03                                      | 2024-07-23 13:30           | CRFQ 0432 DCH2400000007 | 3  |

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Larry D McDonnell  
304-558-2063  
larry.d.mcdonnell@wv.gov

|                               |              |             |
|-------------------------------|--------------|-------------|
| <b>Vendor<br/>Signature X</b> | <b>FEIN#</b> | <b>DATE</b> |
|-------------------------------|--------------|-------------|

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

**ADDITIONAL INFORMATION**

Addendum 02

To extend bid opening date from 7/09/2024 to 7/23/2024.

Bid opening time still remains at 1:30PM EST

No other changes

**INVOICE TO****SHIP TO**DIVISION OF CULTURE &  
HISTORY

CULTURAL CENTER

1900 KANAWHA BLVD E

CHARLESTON

WV

US

DIVISION OF CULTURE &  
HISTORY

CULTURAL CENTER

1900 KANAWHA BLVD E

CHARLESTON

WV

US

| Line | Comm Ln Desc            | Qty     | Unit Issue | Unit Price | Total Price |
|------|-------------------------|---------|------------|------------|-------------|
| 1    | Library Print Materials | 1.00000 | EA         |            |             |

**Comm Code****Manufacturer****Specification****Model #**

60102300

**Extended Description:**

The commodity line should reflect the overall total including the renewal years. See attached documentation for further details.

**SCHEDULE OF EVENTS****Line****Event****Event Date**

1

Vendor Questions Due by 2:00PM EST

2024-06-11

## SOLICITATION NUMBER: CRFQ DCH24\*07

### Addendum Number: 2

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

#### Applicable Addendum Category:

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

#### Description of Modification to Solicitation:

To extend bid opening date from 7/09/2024 to 7/23/2024.

Bid opening time still remains at 1:30PM EST

No other changes

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

#### Terms and Conditions:

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



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

State of West Virginia  
Centralized Request for Quote  
Miscellaneous

|   |                            |                         |  |
|---|----------------------------|-------------------------|--|
| <b>Proc Folder:</b> 1409562                     |                            |                         | <b>Reason for Modification:</b><br>To post Addendum 03 |
| <b>Doc Description:</b> Library Print Materials |                            |                         |  |
| <b>Proc Type:</b> Central Master Agreement      |                            |                         |  |
| <b>Date Issued</b>                              | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>   |
| 2024-07-22                                      | 2024-08-06 13:30           | CRFQ 0432 DCH2400000007 | 4  |

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :**  
**Address :**  
**Street :**  
**City :**  
**State :** **Country :** **Zip :**  
**Principal Contact :**  
**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Larry D McDonnell  
304-558-2063  
larry.d.mcdonnell@wv.gov

|                       |       |      |
|-----------------------|-------|------|
| Vendor<br>Signature X | FEIN# | DATE |
|-----------------------|-------|------|

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

**ADDITIONAL INFORMATION**

Addendum 03

To extend bid opening date from 7/23/2024 to 8/06/2024.

Bid opening time still remains at 1:30PM EST

No other changes

**INVOICE TO****SHIP TO**DIVISION OF CULTURE &  
HISTORY

CULTURAL CENTER

1900 KANAWHA BLVD E

CHARLESTON

WV

US

DIVISION OF CULTURE &  
HISTORY

CULTURAL CENTER

1900 KANAWHA BLVD E

CHARLESTON

WV

US

| Line | Comm Ln Desc            | Qty     | Unit Issue | Unit Price | Total Price |
|------|-------------------------|---------|------------|------------|-------------|
| 1    | Library Print Materials | 1.00000 | EA         |            |             |

**Comm Code****Manufacturer****Specification****Model #**

60102300

**Extended Description:**

The commodity line should reflect the overall total including the renewal years. See attached documentation for further details.

**SCHEDULE OF EVENTS****Line****Event****Event Date**

1

Vendor Questions Due by 2:00PM EST

2024-06-11



## SOLICITATION NUMBER: CRFQ DCH24\*07

### Addendum Number: 3

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

#### Applicable Addendum Category:

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

#### Description of Modification to Solicitation:

To extend bid opening date from 7/23/2024 to 8/06/2024.

Bid opening time still remains at 1:30PM EST

No other changes

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

#### Terms and Conditions:

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



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

State of West Virginia  
Centralized Request for Quote  
Miscellaneous

**Proc Folder:** 1409562

**Doc Description:** Library Print Materials

**Reason for Modification:**

To post Addendum 04

**Proc Type:** Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No         | Version |
|-------------|---------------------|-------------------------|---------|
| 2024-08-06  | 2024-08-13 13:30    | CRFQ 0432 DCH2400000007 | 5       |

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Larry D McDonnell  
304-558-2063  
larry.d.mcdonnell@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

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

**ADDITIONAL INFORMATION**

Addendum 04

To extend bid opening date from 8/06/2024 to 8/13/2024.

Bid opening time still remains at 1:30PM EST

No other changes

**INVOICE TO****SHIP TO**DIVISION OF CULTURE &  
HISTORY

CULTURAL CENTER

1900 KANAWHA BLVD E

CHARLESTON

WV

US

DIVISION OF CULTURE &  
HISTORY

CULTURAL CENTER

1900 KANAWHA BLVD E

CHARLESTON

WV

US

| Line | Comm Ln Desc            | Qty     | Unit Issue | Unit Price | Total Price |
|------|-------------------------|---------|------------|------------|-------------|
| 1    | Library Print Materials | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 60102300  |              |               |         |

**Extended Description:**

The commodity line should reflect the overall total including the renewal years. See attached documentation for further details.

**SCHEDULE OF EVENTS**

| <u>Line</u> | <u>Event</u>                       | <u>Event Date</u> |
|-------------|------------------------------------|-------------------|
| 1           | Vendor Questions Due by 2:00PM EST | 2024-06-11        |

**SOLICITATION NUMBER: CRFQ DCH24\*07**  
**Addendum Number: 4**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

To extend bid opening date from 8/06/2024 to 8/13/2024.

Bid opening time still remains at 1:30PM EST

No other changes

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

**Terms and Conditions:**

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



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

State of West Virginia  
Centralized Request for Quote  
Miscellaneous

**Proc Folder:** 1409562

**Doc Description:** Library Print Materials

**Reason for Modification:**

To post Addendum 05

**Proc Type:** Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No         | Version |
|-------------|---------------------|-------------------------|---------|
| 2024-08-08  | 2024-08-15 13:30    | CRFQ 0432 DCH2400000007 | 6       |

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Larry D McDonnell  
304-558-2063  
larry.d.mcdonnell@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

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

**ADDITIONAL INFORMATION**

Addendum 05:

To post answers to vendor questions.

To extend bid opening date from 8/13/2024 to 8/15/2024.

Bid opening time still remains at 1:30PM EST

No other changes

**INVOICE TO**DIVISION OF CULTURE &  
HISTORY  
CULTURAL CENTER  
1900 KANAWHA BLVD E  
CHARLESTON WV  
US**SHIP TO**DIVISION OF CULTURE &  
HISTORY  
CULTURAL CENTER  
1900 KANAWHA BLVD E  
CHARLESTON WV  
US

| Line | Comm Ln Desc            | Qty     | Unit Issue | Unit Price | Total Price |
|------|-------------------------|---------|------------|------------|-------------|
| 1    | Library Print Materials | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 60102300  |              |               |         |

**Extended Description:**

The commodity line should reflect the overall total including the renewal years. See attached documentation for further details.

**SCHEDULE OF EVENTS**

| <u>Line</u> | <u>Event</u>                       | <u>Event Date</u> |
|-------------|------------------------------------|-------------------|
| 1           | Vendor Questions Due by 2:00PM EST | 2024-06-11        |

**SOLICITATION NUMBER: CRFQ DCH24\*07**  
**Addendum Number: 5**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

To post answers to vendor questions.

To extend bid opening date from 8/13/2024 to 8/15/2024.

Bid opening time still remains at 1:30PM EST

No other changes

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

**Terms and Conditions:**

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

**Vendor Question 01:**

If a book distributor doesn't have the book available in the desired format listed in the product category column, can we quote the available format and notate the bid, or would you prefer we do not list a price on the bid Excel spreadsheet? For example, the product category lists Hardcover, and the distributor only has it available in Paperback, etc.

**Agency Answer 01:**

The books on the pricing page are representative of titles and categories the agency may purchase under the agreement's terms. The books and their formats were chosen to set an objective means by which multiple bids could be compared. Therefore, in the interest of fairness, each bid must complete the pricing page given the selected titles and formats.

**Vendor Question 02:**

Will the agency accept incomplete bids if we can't quote an alternative option if the book isn't available in the desired product category?

**Agency Answer 02:**

We cannot accommodate a bid that does not include all the requested books.

**Vendor Question 03**

Is it possible to extend the bid due date from 6/24/24 to 7/1/24?

**Agency Answer 03:**

The bid due date has been extended.

**Vendor Question 04:**

Lastly, it is not common for us to receive a request to quote option years for book quotes, and it would be very helpful for us to understand why the agency is looking for vendors to quote the same list of books for option years 2 through 4.

**Agency Answer 04:**

Optional Renewal Years 2, 3, and 4 allow vendors to anticipate possible price increases, and give the agency an opportunity to continue working with the same vendor for multiple years versus having to re-bid the contract every year.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DCH24\*07**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

LehrBook, LLC

Company



Authorized Signature

9/25/24

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**Print Library Materials**  
**Exhibit A - Pricing Page**  
**CRFQ DCH24\*07**

| Item #                    | Pricing Page Eligible Item Description |  |   |               | Discounted Unit Price Calculation |                     |                 |                          | Bid Total Calculation           |                    |                       |                 |
|---------------------------|--|--|---|---------------|-----------------------------------|---------------------|-----------------|--------------------------|---------------------------------|--------------------|-----------------------|-----------------|
|                           | Product Category                       | Title  | Author  | ISBN          | Catalogue Price                   | Discount Percentage | Discount Amount | Discounted Catalog Price | Unit (For Calculation Purposes) | Estimated Unit Qty | Discounted Unit Price | Item Total Cost |
| Initial Contract - Year 1 |  |  |   |               |                                   |                     |                 |                          |                                 |                    |                       |                 |
| I                         |  |  |   |               |                                   |                     |                 |                          |                                 |                    |                       |                 |
| 1                         | Hardcover                              | The Declassification Engine: What History Reveals About America's Top Secrets                  | Matthew Connolly                              | 9781101871577 | \$27.30                           | 17%                 | \$4.64          | \$22.66                  | each                            |                    | \$22.66               |                 |
| 2                         | Hardcover                              | Wires of War: Technology and the Global Struggle for Power                                     | Jacob Helberg                                 | 9781982144432 | \$23.52                           | 17%                 | \$4.00          | \$19.52                  | each                            |                    | \$19.52               |                 |
| 3                         | Hardcover                              | Harbor Lights  | James Lee Burke                               | 9780802160966 | \$22.68                           | 17%                 | \$3.86          | \$18.82                  | each                            |                    | \$18.82               |                 |
| 4                         | Hardcover                              | Survival of the City: Living and Thriving in an Age of Isolation                               | Edward Glaeser and David Cutler               | 9780593297681 | \$25.20                           | 17%                 | \$4.28          | \$20.92                  | each                            |                    | \$20.92               |                 |
| 5                         | Hardcover                              | How to Know a Person: The Art of Seeing others Deeply and Being Seen                           | David Brooks                                  | 9780593230060 | \$25.20                           | 17%                 | \$4.28          | \$20.92                  | each                            |                    | \$20.92               |                 |
| II                        |  |  |   |               |                                   |                     |                 |                          |                                 |                    |                       |                 |
| 6                         | Paperback                              | China Sky  | Pearl Buck                                    | 9798869036490 | \$16.74                           | 17%                 | \$2.85          | \$13.89                  | each                            |                    | \$13.89               |                 |
| 7                         | Paperback                              | The Birth of Politics: Eight Greek and Roman Political Ideas and Why They Matter               | Melissa Lane                                  | 9780691173092 | \$24.58                           | 17%                 | \$4.18          | \$20.40                  | each                            |                    | \$20.40               |                 |
| 8                         | Paperback                              | Infectious Generosity: The ultimate idea worth spreading                                       | Chris Anderson                                | 9780753560501 | \$25.48                           | 17%                 | \$4.33          | \$21.15                  | each                            |                    | \$21.15               |                 |
| 8                         | Paperback                              | Prosocial: Using Evolutionary Science to Build Productive, Equitable, and Collaborative Groups | Paul Atkins, David Sloan Wilson, Steven Hayes | 9781684030248 | \$25.16                           | 17%                 | \$4.28          | \$20.88                  | each                            |                    | \$20.88               |                 |
| 10                        | Paperback                              | Culinary History of West Virginia  | Shannon Colaianni Tinnell                     | 9781625859259 | \$20.15                           | 17%                 | \$3.43          | \$16.72                  | each                            |                    | \$16.72               |                 |
| III                       |  |  |   |               |                                   |                     |                 |                          |                                 |                    |                       |                 |
| 11                        | University Press                       | Digital Empires: The Global Battle to Regulate Technology                                      | Ann Bradford                                  | 9780197649268 | \$39.15                           | 17%                 | \$6.66          | \$32.49                  | each                            |                    | \$32.49               |                 |
| 12                        | University Press                       | The Civic Bargain: How Democracy Survives  | Brooke Manville and Josiah Ober               | 9780691218601 | \$25.16                           | 17%                 | \$4.28          | \$20.88                  | each                            |                    | \$20.88               |                 |
| 13                        | University Press                       | Bayard Rustin: A Legacy of Protest and Politics  | Michael Long and Clayborne Carson             | 9781479818495 | \$23.48                           | 17%                 | \$3.99          | \$19.49                  | each                            |                    | \$19.49               |                 |
| 14                        | University Press                       | Of Rule and Office: Plato's Ideas of the political   | Melissa Lane                                  | 9780691192154 | \$69.93                           | 17%                 | \$11.89         | \$58.04                  | each                            |                    | \$58.04               |                 |



|    |                                       |   |                                       |               |  |  |         |     |        |         |      |         |
|----|---------------------------------------|---|---------------------------------------|---------------|--|--|---------|-----|--------|---------|------|---------|
| 27 | Young Adult Graphic Novel Non-Fiction | Electricity, the Internet and the Secrets Behing the Systems We Use Every Day (A Graphic Novel) | Dan Nott                              | 9780593125366 |  |  | \$20.15 | 17% | \$3.43 | \$16.72 | each | \$16.72 |
| 28 | Young Adult Graphic Novel             | The Unwanted: Stories of the Syrian refugees  | Don Brown                             | 9780358452140 |  |  | \$13.43 | 17% | \$2.28 | \$11.15 | each | \$11.15 |
| 30 | Juvenile Graphic Novel Non-Fiction    | Learn Lines in the Constitution: The Framers, Their Fights, and the Flaws that Affect Us        | Cynthia Levinson and Sanford Levinson | 9781682631065 |  |  | \$14.27 | 17% | \$2.43 | \$11.84 | each | \$11.84 |

| Optional Renewal Year 2                |                  |  |   |               |                 |                                   |                                   |                                   |                                   |                                   |                                   |                 |
|--|------------------|--|---|---------------|-----------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------|
| Pricing Page Eligible Item Description |                  |  |   |               |                 |                                   |                                   |                                   |                                   |                                   |                                   |                 |
| Item #                                 | Product Category | Title  | Author  | ISBN          | Catalogue Price | Discounted Unit Price Calculation |                                   |                                   | Bid Total Calculation             |                                   |                                   |                 |
| I                                      |                  |  |   |               |                 | Discounted Unit Price Calculation | Discounted Unit Price Calculation | Discounted Unit Price Calculation | Discounted Unit Price Calculation | Discounted Unit Price Calculation | Discounted Unit Price Calculation | Item Total Cost |
|  |                  |  |   |               |                 | Discounted Unit Price Calculation | Discounted Unit Price Calculation | Discounted Unit Price Calculation | Discounted Unit Price Calculation | Discounted Unit Price Calculation | Discounted Unit Price Calculation | Item Total Cost |
| 1                                      | Hardcover        | The Declassification Engine: What History Reveals About America's Top Secrets                  | Matthew Connelly                              | 9781101871577 | \$27.30         | 17%                               | \$4.64                            | \$22.66                           | each                              |                                   | \$22.66                           |                 |
| 2                                      | Hardcover        | Wires of War: Technology and the Global Struggle for Power                                     | Jacob Helberg                                 | 9781982144432 | \$23.52         | 17%                               | \$4.00                            | \$19.52                           | each                              |                                   | \$19.52                           |                 |
| 3                                      | Hardcover        | Harbor Lights Survival of the City: Living and Thriving in an Age of Isolation                 | James Lee Burke                               | 9780802160966 | \$22.68         | 17%                               | \$3.86                            | \$18.82                           | each                              |                                   | \$18.82                           |                 |
| 4                                      | Hardcover        | How to Know a Person: The Art of Seeing others Deeply and Being Seen                           | Edward Glaeser and David Cutler               | 9780593297681 | \$25.20         | 17%                               | \$4.28                            | \$20.92                           | each                              |                                   | \$20.92                           |                 |
| 5                                      | Hardcover        |  | David Brooks                                  | 9780593230060 | \$25.20         | 17%                               | \$4.28                            | \$20.92                           | each                              |                                   | \$20.92                           |                 |
| II                                     |                  |  |   |               |                 |                                   |                                   |                                   |                                   |                                   |                                   |                 |
| 6                                      | Paperback        | China Sky The Birth of Politics: Eight Greek and Roman Political Ideas and Why They Matter     | Pearl Buck                                    | 9798869036490 | \$16.74         | 17%                               | \$2.85                            | \$13.89                           | each                              |                                   | \$13.89                           |                 |
| 7                                      | Paperback        |  | Melissa Lane                                  | 9780691173092 | \$24.58         | 17%                               | \$4.18                            | \$20.40                           | each                              |                                   | \$20.40                           |                 |
| 8                                      | Paperback        | Infectious Generosity: The ultimate idea worth spreading                                       | Chris Anderson                                | 9780753560501 | \$25.48         | 17%                               | \$4.33                            | \$21.15                           | each                              |                                   | \$21.15                           |                 |
| 8                                      | Paperback        | Prosocial: Using Evolutionary Science to Build Productive, Equitable, and Collaborative Groups | Paul Atkins, David Sloan Wilson, Steven Hayes | 9781684030248 | \$25.16         | 17%                               | \$4.28                            | \$20.88                           | each                              |                                   | \$20.88                           |                 |
| 10                                     | Paperback        | Culinary History of West Virginia  | Shannon Colasanti Tinnell                     | 9781625859259 | \$20.15         | 17%                               | \$3.43                            | \$16.72                           | each                              |                                   | \$16.72                           |                 |





|    |                                       |   |   |                |         |     |        |         |      |         |
|----|---------------------------------------|---|---|----------------|---------|-----|--------|---------|------|---------|
| 24 | Adult Graphic Novel Non-Fiction       | The United States Constitution: A Graphic Adaptation  | Jonathan Hennessey and Aaron McConnell  | 9780809094707  | \$16.80 | 17% | \$2.86 | \$13.94 | each | \$13.94 |
| 25 | Adult Graphic Novel Biography         | Alexander Hamilton: The Graphic History of an American Founding Father                                | Jonathan Hennessey and Justin Greenwood | 9780399580000  | \$16.79 | 17% | \$2.85 | \$13.94 | each | \$13.94 |
| 26 | Adult Graphic Novel                   | The Gulf  | Adam de Souza                           | 97811774880739 | \$17.83 | 17% | \$3.00 | \$14.63 | each | \$14.63 |
| 27 | Young Adult Graphic Novel Non-Fiction | Electricity, the Internet and the Secrets Belonging to the Systems We Use Every Day (A Graphic Novel) |   |                | \$20.15 | 17% | \$3.43 | \$16.72 | each | \$16.72 |
| 28 | Young Adult Graphic Novel             | The Unwanted: Stories of the Syrian refugees  | Don Brown                               | 9780358452140  | \$13.43 | 17% | \$2.28 | \$11.15 | each | \$11.15 |
| 30 | Juvenile Graphic Novel Non-Fiction    | Franklin D. Roosevelt: The Constitution, the Courts, and the Flaws that Affect Us                     | Cynthia Levinson and Sanford Levinson   | 9781682631065  | \$14.27 | 17% | \$2.43 | \$11.84 | each | \$11.84 |

### Optional Renewal Year 3

| Pricing Page Eligible Item Description |                  |   |                                 |               |                 |                     |                 |                          |                                 | Discounted Unit Price Calculation |                       |                 |  | Bid Total Calculation |  |  |  |
|--|------------------|---|---------------------------------|---------------|-----------------|---------------------|-----------------|--------------------------|---------------------------------|-----------------------------------|-----------------------|-----------------|--|-----------------------|--|--|--|
| Item #                                 | Product Category | Title   | Author                          | ISBN          | Catalogue Price | Discount Percentage | Discount Amount | Discounted Catalog Price | Unit (For Calculation Purposes) | Estimated Unit Qty                | Discounted Unit Price | Item Total Cost |  |                       |  |  |  |
| I                                      |                  |   |                                 |               |                 |                     |                 |                          |                                 |                                   |                       |                 |  |                       |  |  |  |
| 1                                      | Hardcover        | The Declassification Engine: What History Reveals About America's Top Secrets | Matthew Connelly                | 9781101871577 | \$27.30         | 17%                 | \$4.64          | \$22.66                  | each                            |                                   | \$22.66               |                 |  |                       |  |  |  |
| 2                                      | Hardcover        | Wires of War: Technology and the Global Struggle for Power                    | Jacob Helberg                   | 9781982144432 | \$23.52         | 17%                 | \$4.00          | \$19.52                  | each                            |                                   | \$19.52               |                 |  |                       |  |  |  |
| 3                                      | Hardcover        | Harbor Lights   | James Lee Burke                 | 9780802160966 | \$22.68         | 17%                 | \$3.86          | \$18.82                  | each                            |                                   | \$18.82               |                 |  |                       |  |  |  |
| 4                                      | Hardcover        | Survival of the City: Living and Thriving in an Age of Isolation              | Edward Glaeser and David Cutler | 9780593297681 | \$25.20         | 17%                 | \$4.28          | \$20.92                  | each                            |                                   | \$20.92               |                 |  |                       |  |  |  |
| 5                                      | Hardcover        | How to Know a Person: The Art of Seeing others Deeply and Being Seen          | David Brooks                    | 9780593230060 | \$25.20         | 17%                 | \$4.28          | \$20.92                  | each                            |                                   | \$20.92               |                 |  |                       |  |  |  |
| II                                     |                  |   |                                 |               |                 |                     |                 |                          |                                 |                                   |                       |                 |  |                       |  |  |  |
| 6                                      | Paperback        | China Sky   | Pearl Buck                      | 9798869036490 | \$16.74         | 17%                 | \$2.85          | \$13.89                  | each                            |                                   | \$13.89               |                 |  |                       |  |  |  |

|      |                         |   |   |               |  |         |     |         |         |      |         |
|------|-------------------------|---|---|---------------|--|---------|-----|---------|---------|------|---------|
| 7    | Paperback               | The Birth of Politics: Eight Greek and Roman Political Ideas and Why They Matter  | Melissa Lane  | 9780691173092 |  | \$24.58 | 17% | \$4.18  | \$20.40 | each | \$20.40 |
| 8    | Paperback               | Infectious Generosity: The ultimate idea worth spreading  | Chris Anderson  | 9780753560501 |  | \$25.48 | 17% | \$4.33  | \$21.15 | each | \$21.15 |
| 8    | Paperback               | Prosocial: Using Evolutionary Science to Build Productive, Equitable, and Collaborative Groups  | Paul Atkins, David Sloan Wilson, Steven Hayes                                 | 9781684030248 |  | \$25.16 | 17% | \$4.28  | \$20.88 | each | \$20.88 |
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| 23  | Adult Graphic Novel Fiction           | 1984: The Graphic Novel  | George Orwell and Fido Nesti            | 9780358359920 |  | \$20.99 | 17% | \$3.57 | \$17.42 | each | \$17.42 |
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