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Charleston, West Virginia 25305  
(304) 558-2200 | WVtourism.com

## REQUEST FOR QUOTATIONS

### West Virginia Department of Tourism - State Library - Talking Books Library Large Print Library Materials ARFQ TOR260000009

Issued by:  
The West Virginia Department of Tourism  
1900 Kanawha Boulevard, East  
State Capitol Complex, Building 9, Suite 106  
Charleston, WV 25305

Date Issued: March 31, 2026

Solicitation Closes: April 14, 2026

## SPECIFICATIONS

1. **PURPOSE AND SCOPE** The West Virginia Department of Tourism (“Agency”) is soliciting quotations on behalf of the State Library - Talking Books Library, to establish an open-end contract for large print books and related printed materials (“Large Print Library Materials”). The contract will allow the Agency to purchase eligible items from the awarded Vendor’s catalog for the State Library - Talking Books Library Collection.
2. **DEFINITIONS**
  - 2.1. **Agency** means the West Virginia Department of Tourism or its authorized representative.
  - 2.2. **Catalog** means the Vendor’s published or electronic listing of items available for sale under this contract.
  - 2.3. **Catalog Price** means the lowest price listed for an eligible item in the Vendor’s catalog.
  - 2.4. **Contract** means the written agreement resulting from this solicitation between the Agency and the successful Vendor.
  - 2.5. **Discount Percentage** means the single, fixed percentage discount applied to the catalog price of eligible items.
  - 2.6. **Discounted Unit Price** means the discounted price of one unit of an eligible item and is used for evaluation purposes only.
  - 2.7. **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 only large print books and print materials.
  - 2.8. **Delivered** means received by Agency at the designated delivery location.





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- 2.9. **Large Print** means text in books or printed materials having a type size of 14 to 16 points.
- 2.10. **Mandatory Requirements** will be indicated by the use of the words *must*, *will*, and *shall*, and are required.
- 2.11. **Release Date** means the date on which an eligible item becomes available for public purchase.
- 2.12. **Solicitation** means the official notice of an opportunity to supply the State with goods or services that are published by the Agency.
- 2.13. **Total Bid Cost** means the sum of all costs listed on the Pricing Page.
- 2.14. **Unit** means the smallest measurable amount of an eligible item identified on the Pricing Page for evaluation purposes.
- 2.15. **Unit Price** means the price of an individual unit of an eligible item as shown on the Pricing Pages.
- 2.16. **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.

### 3. MANDATORY REQUIREMENTS

- 3.1. Vendor shall provide large print library materials on an open-ended basis in accordance with this solicitation.
- 3.2. Eligible items must comply with current copyright and intellectual property laws.
- 3.3. Eligible large print materials shall include, at minimum:
  - 3.3.1. Adult fiction and nonfiction
  - 3.3.2. Young adult titles
  - 3.3.3. Juvenile titles
- 3.4. All materials provided under this contract shall:
  - 3.4.1. Be professionally bound
  - 3.4.2. Be new and unused
  - 3.4.3. Contain type size 14 to 16 points.
- 3.5. Vendor shall maintain an online catalog or website providing bibliographic information, title availability, and inventory status.
  - 3.5.1. The website shall allow Agency staff to create individual shopping carts under a centrally managed administrative account.



- 3.5.2. Vendor shall provide suggested selection lists for all genres. These selection lists shall be created by Vendor's staff, rather than by Vendor's other customers.
- 3.6. Vendor shall offer the ability to place standing orders in all genres via the website or similar means. Agency shall be able to place standing orders for new titles, cancel standing order titles, and claim volumes in standing orders that were not received.
- 3.7. Vendor shall provide monthly reporting for Agency including, at minimum:
- 3.7.1. Title holds or demand
  - 3.7.2. Turnaway statistics
  - 3.7.3. Usage statistics
  - 3.7.4. Orders and invoicing summaries
  - 3.7.5. Expenditure tracking

#### 4. CONTRACT AWARD

- 4.1. This Contract is to establish a purchase price for the specified Contract Services. The award will go to the lowest responsible and responsive Vendor who satisfies all specifications. Agency retains the right to reject any or all bids, waive minor irregularities or informalities, seek clarification, and assess Vendor responsibility and product equivalency.

This is an open-ended contract and has an initial term of one year that can be renewed by mutual written consent for a maximum of three additional one-year terms.

- 4.2. **Pricing Page:** Vendors must complete and attach Exhibit A Pricing Page Spreadsheet to minimize calculation errors, particularly for online submissions. The TOTAL BID AMOUNT from the spreadsheet must be entered into the wvOASIS commodity line.

The Pricing Page must detail frequently purchased eligible items, including manufacturer, manufacturer's number, type size (14-16 point), classification (hardcover, paperback, or library edition), catalog price, units for catalog price, unit price, discount percentage, discounted unit price, and total cost. All columns must be completed to avoid disqualification.

Estimated unit quantities on the Pricing Page are not guaranteed volumes. Vendors must use the provided spreadsheet for accuracy, attach it if bidding online, and enter the total bid amount into the wvOASIS commodity line.

For evaluation and award purposes, pricing submitted on **Exhibit A – Pricing Page** shall govern. In the event of a discrepancy between the Pricing Page and the Vendor's catalog, the Agency may correct the Pricing Page solely to reflect the **submitted catalog pricing as of the solicitation closing date** for evaluation purposes.



Discount Percentage: Vendor must not add discount percentages to its catalog unless it clearly displays the catalog price and separately lists the applicable single discount percentage along with the discounted price for each eligible item.

- 4.3. Vendor must offer a single, fixed discount percentage that applies equally to the catalog price of all eligible items. No extra surcharges, service fees, or hidden costs are allowed. Additionally, the discounted unit price must cover all expenses related to order fulfillment, such as shipping, handling, packaging, and administrative costs, with no further charges allowed.

## 5. ORDERING

- 5.1. Prior to contract award, Vendor must provide access to the catalog described above for evaluation purposes. If the catalog is not available electronically in wvOASIS, Vendor shall provide the catalog at no cost to any Agency utilizing this contract.

Vendor must mark all items on the Pricing Pages by circling or highlighting them in the catalog and tabbing or listing the pages for those items to help with the evaluation and verification of bids and pricing. If there are any differences between the Pricing Pages and the actual prices in the catalog, the actual prices will take precedence, and the West Virginia Department of Tourism buyer may correct the Pricing Pages for evaluation.

- 5.2. Vendor shall accept orders submitted by email or through a secure online ordering system.
- 5.3. Any online ordering system must be secure and accessible to authorized Agency personnel.

## 6. PAYMENT TERMS

- 6.1. Payment will be made only for items received and accepted by the Agency.
- 6.2. All-inclusive pricing excludes restocking fees permitted under the Returns section.
- 6.3. Vendor must accept payment in arrears in accordance with the payment procedures of the State of West Virginia and must accept the West Virginia Purchasing Card.
- 6.4. Payment in advance is not permitted under this contract.

## 7. DELIVERY

- 7.1. Standard Orders: Delivery shall occur within ten (10) business days of order receipt.
- 7.2. Emergency Orders: Delivery shall occur within five (5) business days of order receipt.
- 7.3. Shipping Terms: All orders shall be shipped F.O.B. Destination to the State Library - Talking Books Library.
- 7.4. Vendor shall allow order cancellations and claims for missing or incorrect items.



7.5. Vendor shall not hold orders until a minimum delivery quantity has been met.

7.6. 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.

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

## 8. RETURNS

8.1. Vendor shall accept returns of defective or incorrect items at no cost to Agency and shall provide replacement or full credit at Agency's discretion.

8.2. No restocking fees shall be charged for resalable items.

8.3. Returned items shall be retrieved or credited within five (5) business days of notification.

8.4. Items mistakenly ordered by the Agency will be sent back for credit within 30 days of receiving them, F. O. B. to the Vendor's location. Vendor will not charge a restocking fee if the returned products are in a condition that can be resold. Items are considered resalable if they are unused and still in their original packaging. For items that are not in a resalable condition, any restocking fee will be the lesser of the Vendor's usual restocking fee or 5% of the total invoiced amount of the returned items.

9. **CATALOG UPDATES:** Requests by the Vendor to update catalog pricing or item availability during contract renewal must be submitted in writing and must include justification for any proposed change. Approval of such updates rests solely with the Agency. Approved catalog updates shall not alter the single, fixed discount percentage awarded, which shall remain in effect for the duration of the contract term unless amended in writing by mutual agreement during contract renewal.

10. **VENDOR RESPONSIBILITIES:** Vendor shall maintain adequate inventory levels, provide a designated contract manager, and ensure customer support is available during business hours.

## 11. VENDOR DEFAULT

11.1. The following shall constitute vendor default:

11.1.1. Failure to perform services in accordance with the requirements of this contract.

11.1.2. Failure to comply with specifications contained in this solicitation.

11.1.3. Failure to comply with applicable laws or regulations.

11.1.4. Failure to correct deficient performance upon notice by Agency.



**11.2. Remedies for Default**

- 11.2.1.** Immediate cancellation of the contract.
- 11.2.2.** Cancellation of individual orders issued under the contract.
- 11.2.3.** Pursuit of any other remedies available under law or equity.

- 12. GENERAL TERMS:** The awarded Vendor shall comply with all applicable terms, conditions, and purchasing policies of the State of West Virginia and the West Virginia Department of Tourism.
- 13. INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the State of West Virginia, the Agency, and their officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or resulting from Vendor’s performance of the Contract, including but not limited to bodily injury, property damage, or failure to comply with applicable laws or regulations.
- 14. FORCE MAJEURE:** Neither party shall be liable for delays or failures in performance resulting from causes beyond reasonable control, including but not limited to acts of God, weather events, fire, flood, government action, or other unforeseeable events. Vendor shall promptly notify the Agency of any such occurrence.
- 15. COMPLIANCE WITH LAW:** Vendor shall comply with all applicable federal, state, and local laws, rules, regulations, licensing requirements, and safety standards.
- 16. MISCELLANEOUS**
  - 16.1.** Questions: Any questions submitted concerning the RFQ must be received no later than April 7, 2026, at 12:00 pm ET. Questions must be submitted via email to Mary Kemper at [Mary.R.Kemper@wv.gov](mailto:Mary.R.Kemper@wv.gov).
  - 16.2.** Answers will be provided via the website (<https://wvtourism.com/purchasing/>) to all vendors no later than April 9, 2026, at 4:00 pm ET.
  - 16.3.** Bid Submissions: Bids must be submitted by April 14, 2026, at 12:00 PM ET
  - 16.4.** Contract Manager: Vendor shall designate a primary contract manager authorized to act on behalf of the Vendor. The contract manager must be available during normal business hours and during event operations. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_





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EXHIBIT A: Pricing Page

Please provide pricing and your proposed specifications for the attached sample order. As outlined in the ARFQ, Tourism reserves the right to alter specifications as needed for additional projects and request new pricing from the Vendor, as needed. Pricing provided on the attached chart should be an accurate estimate of the quoted price as of the date of submission and will be used to award the contract. The sample order was created for the sole purpose of evaluating and awarding this bid and is not a guarantee of orders or specifications for future orders.

ATTACHMENT A: [Pricing Chart](#)

