

Request for Quotations
West Virginia Department of Tourism - Print Library Materials
ARFQ TOR2600000017

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

Date Issued: April 15, 2026

Closes: April 22, 2026

SPECIFICATIONS

1. **PURPOSE AND SCOPE** The West Virginia Department of Tourism (“Agency”) is soliciting quotations on behalf of the State Library Section, to establish an open-end contract for purchase of books and print library materials from the successful Vendor’s catalog. This is a single vendor contract and will be used on an as-needed basis.
2. **DEFINITIONS**
 - 2.1. **Agency** means the West Virginia Department of Tourism, or its authorized representative.
 - 2.2. **Catalog** means the price list or sales catalog that includes all items that the vendor can and will sell 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** - the single percentage reduction applied to the catalog price.
 - 2.6. **Discounted Unit Price** - Catalog Price minus the Discount Percentage.
 - 2.7. **Eligible Item** - large print books and printed materials offered in the vendor’s catalog and compliant with this ARFQ.
 - 2.8. **Unit** - the smallest orderable quantity of an item.
 - 2.9. **Mandatory Requirements** will be indicated by the use of the words *must*, *will*, and *shall*, and are required.



3. GENERAL REQUIREMENTS

- 3.1. Vendor shall provide eligible print library materials on an open-end basis. Eligible items must be in compliance with current copyright and intellectual property laws.
- 3.2. Vendor must supply adult, young adult, and juvenile fiction and nonfiction titles.
- 3.3. Vendor shall maintain an online ordering platform with bibliographic and stock information.
- 3.4. Vendor shall provide vendor-created selection lists and standing order capability.
- 3.5. Optional processing services (jackets, labels, preparation) shall be available upon request.
- 3.6. All materials must comply with copyright and intellectual property laws.

4. CONTRACT AWARD AND PRICING

- 4.1. Award shall be made to the lowest responsive and responsible bidder meeting all requirements.
- 4.2. Vendor shall provide one all-inclusive discount percentage applicable to all eligible items.
- 4.3. Pricing must include delivery and all associated costs.
- 4.4. Vendor must complete Exhibit A Pricing Pages.
- 4.5. Payment terms follow standard State of West Virginia procedures.
- 4.6. Contract term is one year with up to three optional one-year renewals at the Agency's discretion.

5. ORDERING AND PAYMENT

- 5.1. Vendor shall accept orders via mail, email, fax, or secure online portal.
- 5.2. Vendor shall submit invoices showing itemization and applied discount.
- 5.3. The West Virginia Purchasing Card must be accepted.
- 5.4. Advance payment is not permitted.

6. DELIVERY AND RETURNS

- 6.1. Standard delivery within fourteen (14) working days.
- 6.2. Emergency delivery within seven (7) working days.
- 6.3. Delivery shall be F.O.B. destination.



- 6.4. Vendor shall bear return costs for defective or incorrect items.
- 6.5. Agency returns due to ordering error allowed within thirty (30) days; restocking fee not to exceed five percent (5%).

7. VENDOR DEFAULT

- 7.1. The following shall constitute vendor default:
 - 7.1.1. Failure to perform services in accordance with the requirements of this contract.
 - 7.1.2. Failure to comply with specifications contained in this solicitation.
 - 7.1.3. Failure to comply with applicable laws or regulations.
 - 7.1.4. Failure to correct deficient performance upon notice by the Agency.
- 7.2. Remedies for Default
 - 7.2.1. Immediate cancellation of the contract.
 - 7.2.2. Cancellation of individual orders issued under the contract.
 - 7.2.3. Pursuit of any other remedies available under law or equity.

8. REPORTING

- 8.1. 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.

9. NO SUBSTITUTIONS - Substitutions are not permitted.

10. VENDOR RESPONSIBILITIES

- 10.1. Vendor shall maintain adequate inventory of Eligible items.
- 10.2. Ensure customer service support during normal business hours

11. CONTRACT AWARD:

- 11.1. **Contract Award:** The Contract is intended to provide the Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications, at the lowest overall total cost, as shown on the Pricing Pages.

This contract may be renewed by the written agreement of the Vendor and Agency up to three consecutive additional terms.





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- 11.2. Pricing Page:** Vendor should complete the Pricing Page by entering their bid where indicated on the Pricing Page and signing the Pricing Page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.
- 12. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 13. PAYMENT:** Agency shall pay a flat fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment shall be made only for services satisfactorily rendered and accepted, in accordance with the payment procedures of the State of West Virginia. Travel, lodging, and incidental expenses shall be included in the bid price and shall not be reimbursed separately.
- 14. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Flat Fee listed on the Vendor's bid, but such costs will not be paid by Agency separately.
- 15. VENDOR DEFAULT**

 - 15.1.** The following shall constitute vendor default:

 - 15.1.1.** Failure to perform services in accordance with the requirements of this contract.
 - 15.1.2.** Failure to comply with specifications contained in this solicitation.
 - 15.1.3.** Failure to comply with applicable laws or regulations.
 - 15.1.4.** Failure to correct deficient performance upon notice by the Agency.
 - 15.2.** Remedies for Default

 - 15.2.1.** Immediate cancellation of the contract.
 - 15.2.2.** Cancellation of individual orders issued under the contract.
 - 15.2.3.** Pursuit of any other remedies available under law or equity.
- 16. 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.
- 17. 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,





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government action, or other unforeseeable events. Vendor shall promptly notify the Agency of any such occurrence.

18. PERFORMANCE STANDARDS AND REMEDIES: Vendor shall maintain continuous operational capability during events. Failure to restore service within required timeframes may result in payment reductions, removal of personnel, requirement of replacement equipment, or other remedies deemed appropriate by Agency.

19. COMPLIANCE WITH LAW: Vendor shall comply with all applicable federal, state, and local laws, rules, regulations, licensing requirements, and safety standards.

20. MISCELLANEOUS:

20.1. Questions: Any questions submitted concerning the RFQ must be received no later than April 17, 2026, at 12:00 pm ET. Questions must be submitted via email to Mary Kemper at Mary.R.Kemper@wv.gov.

20.2. Answers will be provided via the website (<https://wvtourism.com/purchasing/>) to all vendors no later than April 17, 2026, at 4:00 pm ET.

20.3. Bid Submissions: Bids must be submitted by April 22, 2026, at 12:00 pm via OASIS or email to Mary Kemper at Mary.R.Kemper@wv.gov.

20.4. 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.

Representative Name (Print)

Authorized Representative Signature (must be a wet signature)

Date

