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Charleston, West Virginia 25305
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REQUEST FOR QUOTATION
WEST VIRGINIA DEPARTMENT OF TOURISM - STATE LIBRARY
LIBRARY AUDIO / VISUAL LIBRARY MATERIALS
ARFQ TOR260000024

Issued by:

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

Date Issued: May 28, 2026

Solicitation Closes: June 12, 2026

SPECIFICATIONS

1. PURPOSE AND SCOPE

The West Virginia Department of Tourism (Agency), on behalf of the West Virginia State Library, is soliciting bids to establish an open-ended contract for the purchase of physical and licensed audio/visual library materials (DVD, Blu-ray, audiobooks, and similar formats). The contract will provide discounted catalog pricing and optional subscription or institutional licensing models.

2. DEFINITIONS - The following terms shall have the meanings attributed to them below. Additional definitions may be found in the Terms and Conditions.

- 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 Vendor can and will sell under this Contract.
- 2.3. Catalog Price** means the lowest price listed for an Eligible Item in Vendor's Catalog.
- 2.4. Concurrent User License** means the maximum simultaneous users permitted.
- 2.5. Contract** means the written agreement resulting from this solicitation between the Agency and the successful vendor.
- 2.6. Discount Percentage** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
- 2.7. 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.





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- 2.8. **Eligible Item** means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally books, audiovisual materials, and electronic resources (collectively "Library Materials".)
- 2.9. **Participating Library** means any WV state library eligible and authorized to use statewide contracts.
- 2.10. **Pricing Page** 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.
- 2.11. **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.
- 2.12. **Unit** means the smallest orderable quantity of an item.
- 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 Vendor's Catalog that corresponds with the Catalog Price.
- 2.14. **Mandatory Requirements** will be indicated by the use of the words *must*, *will*, and *shall*, and are required.

3. GENERAL REQUIREMENTS

- 3.1. **Mandatory Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
 - 3.1.1. Provide adult, teen, and juvenile audiovisual materials compliant with copyright law.
 - 3.1.2. Possess all licenses and authorizations required to sell items in West Virginia.
 - 3.1.3. Provide ordering via wvOASIS, purchase order, or secure web portal.
 - 3.1.4. Provide customer support during normal business hours.
 - 3.1.5. Provide ordering electronically or a web portal.
 - 3.1.6. Vendor shall operate a website that provides the Library 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.
 - 3.1.7. Vendor should provide optional processing services (plastic jacket, plastic jacket loose, spine label, and plastic jacket/spine label applied per item, upon request).
 - 3.1.8. Quality Assurance - Eligible Items shall be new, unused, and free from defects unless otherwise specified. Agency reserves the right to reject nonconforming items.
 - 3.1.9. Substitutions - No substitutions are permitted without prior written approval of the Agency



3.1.10. Catalog Submission - Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically sent. If any discrepancies exist between the Pricing Page and the actual price listed in the Catalog, the actual price shall prevail, and the Pricing Pages may be corrected by the Agency buyer for evaluation purposes.

4. PRICING

4.1. Discount Percentage - 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 Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless Vendor clearly shows the Catalog Price and then separately lists the applicable 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 Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

5. ORDERING AND DELIVERY

5.1. Ordering - Participating entities may submit orders through wvOASIS, a standard purchase order, or an approved online portal. Vendor's response shall include a brief description detailing how Agencies may utilize the online ordering system. Any such system must be capable of restricting prices and available items to conform strictly to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders electronically.

5.2. Vendor shall grant Agency access to its internet ordering portal or website, if utilized under this Contract, to permit the Agency to verify compliance with the requirements herein.

5.3. 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 Agency at West Virginia State Library:

**ATTN: State Library Section
1900 Kanawha Blvd., E
Culture Center
Charleston, WV 25305**

5.4. Standard orders shall be delivered within ten (10) business days following receipt of the order request. The Vendor shall deliver emergency orders within seven (7) working days following receipt of such orders.





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- 5.5. Delayed/Late Delivery - The Agency placing an order under this Contract must be notified in writing if such orders will be subject to any delay. Any delay in delivery that could result in harm to Agency shall constitute grounds for the cancellation of the delayed order, and/or the procurement of the ordered items from an alternative source. Any Agency seeking to obtain items from an alternative source pursuant to this provision must first secure the approval of the Agency.
- 5.6. Risk of Loss - Vendor retains risk until delivery and acceptance. 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.
- 5.7. Shipping - FOB (Free on Board) Destination. All shipping costs included unless otherwise stated.

6. QUALITY AND WARRANTY

- 6.1. Items shall be new, unused, and free from defects.
- 6.2. Nonconforming items may be returned at Vendor expense.
- 6.3. Minimum one (1) year warranty unless otherwise stated.

7. RETURNS AND WARRANTY

- 7.1. Nonconforming Items - Items deemed unacceptable shall be returned at Vendor's expense for replacement or full credit.
- 7.2. Warranty - Vendor warrants that all Eligible Items conform to specifications and are free from defects for a minimum of one (1) year unless otherwise stated.
- 7.3. Items determined to be unacceptable by the Agency shall be returned to the Vendor at the Vendor's expense, and no restocking charge shall be assessed. The Vendor shall either arrange for the return within five (5) days of notification that the items are unacceptable or authorize Agency to arrange for the return and reimburse the Agency for all delivery expenses incurred. Should the original packaging be unsuitable for the return, the Vendor shall supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. from 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 sole discretion.
- 7.4. Return Due to Agency Error - Items ordered in error by Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.





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8. **REPORTING:** 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. 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. **INVOICING AND PAYMENT:** Vendor shall indicate the discount received on each invoice submitted for payment. 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.

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.

10. **VENDOR SUPPORT:** Vendor shall provide email and technical support within one (1) business day and escalation contacts.
11. **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.
12. **VENDOR DEFAULT:**
 - 12.1. The following shall be considered Vendor default under this Contract.
 - 12.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 12.1.2. Failure to comply with other specifications and requirements contained herein.
 - 12.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 12.1.4. Failure to remedy deficient performance upon request.
 - 12.2. The following remedies shall be available to Agency upon default.
 - 12.2.1. Immediate cancellation of the Contract.
 - 12.2.2. Immediate cancellation of one or more release orders issued under this Contract.



12.2.3. Any other remedies available in law or equity.

- 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. 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.
- 16. COMPLIANCE WITH LAW:** Vendor shall comply with all applicable federal, state, and local laws, rules, regulations, licensing requirements, and safety standards.
- 17. CONTRACT AWARD:** 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.

- 18. PRICING PAGES:** Vendor shall complete the Pricing Page by entering their bid where indicated on the Pricing Page and signing the Pricing Page. Vendor must complete the Pricing Page in full, as failure to complete the Pricing Page in its entirety may result in the Vendor's bid being disqualified. The Pricing Page contains a list of the sample Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only and is used solely for estimating the costs of Vendor's bids.

Vendor is required to complete and sign the Pricing Page in full, as failure to do so may result in disqualification. The required pricing components shall include the Catalog Price, the Discount Percentage, and the resulting Discounted Unit Price, noting that incomplete pricing submissions may be deemed non-responsive.

Vendor is required to provide a single, firm fixed discount percentage that will be uniformly applied to the catalog price of all eligible items, and no additional surcharges, service fees, or hidden charges shall be permitted. Furthermore, the discounted unit price shall be all-inclusive, encompassing all costs associated with order fulfillment, including shipping, handling, packaging, and administrative expenses, with no additional charges permitted.





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19. MISCELLANEOUS:

- 19.1. Questions: Any questions submitted concerning the RFQ must be received no later than June 4, 2026, at 12:00 pm ET. Questions must be submitted via wvOASIS or email to Mary Kemper at Mary.R.Kemper@wv.gov.
- 19.2. Answers will be provided via the website (<https://wvtourism.com/purchasing/>) to all vendors no later than June 8, 2026, at 4:00 pm ET.
- 19.3. Bid Submissions: Bids must be submitted by June 12, 2026, at 12:00 pm via wvOASIS or email to Mary Kemper at Mary.R.Kemper@wv.gov.
- 19.4. 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: _____

ATTACHMENT A: PRICING PAGE

