**specifications**

1. **Purpose and Scope:** The West Virginia Purchasing Division is soliciting bids on behalf of [insert agency name] to establish a contract for [insert items being sought]. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor’s Catalog.
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.
   1. “**Catalog**” means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
   2. “**Catalog Price**” means the lowest price listed for an Eligible Item in Vendor’s Catalog. (Ex. A box of 200 tissues priced at $4.00 per box has a catalog price of $4.00. A crate of tissue boxes priced at $400.00 has a catalog price of $400.00).
   3. “**Discount Percentage**” means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
   4. “**Discounted Price**” 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.
   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.
   6. “**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 [insert description of items that will be sold under this contract].
   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.
   8. “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..
   9. “**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.
   10. “**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.
   11. “**Unit Price**” means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
   12. **“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. (Ex. A box of 200 nuts advertised in vendor’s catalog for $4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in 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:** 
   1. **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
      1. Eligible Items must be [insert certification or standard].
      2. Eligible Items must be compatible with [insert compatibility requirements].
      3. Eligible Items must [insert other requirements].
4. **Contract award, percentage discount, CATALOG:**
   1. **Contract Award:** This Contract is intended to provide the Agency with a 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. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.
   2. **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 the 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. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

* 1. **Pricing Pages:** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. 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 costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor’s bid being disqualified.

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 are **strongly encouraged** to complete the Pricing Pages through wvOASIS or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [insert buyer’s contact info.]

The Purchasing Division reserves the right to take Vendor’s Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

1. **Catalog:** 
   1. **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 eletctronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format.. Vendor’s Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should 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.

* 1. **Catalog Modification.** The Purchasing Division may permit 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 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 quantity usage of those items, and 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 this Contract and prices for those items shall remain unchanged during the term of this Contract.

In the event that multiple vendors are awarded a contract under the Solicitation, the first priority vendor shall not be permitted to include in its updated Catalog items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.

1. **ORDERING AND PAYMENT:**
   1. **Ordering:**  Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line 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.

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.

* 1. **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.

1. **DELIVERY AND RETURN:**
   1. **Delivery Time and Place:** Vendor shall deliver standard orders within [insert # of days for delivery] working days after orders are received. Vendor shall deliver emergency orders within [insert # of days for delivery]working day after orders are received. 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 [insert delivery location or locations if multiple].
   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.

* 1. **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.
  2. **Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor’s expense and with no restocking charge. 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 Agency for delivery expenses. If the original packaging cannot be utilized for the return, 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.
  3. **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. 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 the Vendor’s customary restocking fee or 5% of the total invoiced value of the returned items.

1. **VENDOR DEFAULT:**
   1. The following shall be considered a vendor default under this Contract.
      1. Failure to provide Eligible Items in accordance with the requirements contained herein.
      2. Failure to comply with other specifications and requirements contained herein.
      3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
      4. Failure to remedy deficient performance upon request.
   2. The following remedies shall be available to Agency upon default.
      1. Immediate cancellation of the Contract.
      2. Immediate cancellation of one or more release orders issued under this Contract.
      3. Any other remedies available in law or equity.
2. **MISCELLANEOUS:** 
   1. **No Substitutions:** 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. Vendor shall not supply substitute items.
   2. **Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
   3. **Reports:** 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.
   4. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing 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. Vendor should list its Contract manager and his or her contact information below.

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

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

**Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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