**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 services being sought].
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. **“Contract Services”** means [insert general description of services that will be performed under this contract] as more fully described in these specifications.
   2. **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
   3. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **Qualifications:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
   1. [ list minimum qualifications]
   2. [ list additional minimum qualifications]
4. **Mandatory Requirements:**
   1. **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
      1. **[Contract Services Deliverable # 1 ]**
         1. [Contract Services Deliverable #1] must [insert certification or standard or timeline].
         2. [Contract Services Deliverable #1] must [insert other requirements].
      2. **[Contract Services Deliverable # 1 ]**
         1. [Contract Services Deliverable #1] must [insert certification or standard or timeline].
         2. [Contract Services Deliverable #1] must [insert other requirements].
5. **Contract award:**
   1. **Contract Award:** The Contract is intended to provide 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 for the lowest overall total cost as shown on the Pricing Pages.
   2. **Pricing Page:** Vendor should complete the Pricing Page by [inform vendor of what information is required and how to fill in 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.

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: [insert buyer’s contact info.]

1. **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.
2. **PAYMENT:** Agency shall pay [describe payment: hourly rate, flat fee, etc.], 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.
3. **Travel:** [insert one of the following paragraphs:]

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 or hourly rate listed on Vendor’s bid, but such costs will not be paid by the Agency separately.

Or

Vendor may be reimbursed for travel in accordance with the State of west Virginia’s published travel policy governing state employee travel with the following modifications: (1.) Vendor travel will not be reimbursed unless vendor personnel are required to be present at a location more than 75 miles away from Agency’s designated headquarters, more than 75 miles away from the vendor’s closest place of business, and more than 75 miles from the primary residence of the vendor’s closest employee performing the work. (2.) Vendor must calculate travel costs from the required location to the agency headquarters, the vendor’s closest place of business, and the closest employee’s residence. Mileage reimbursement totals for travel purposes will be based on the lowest mileage of the three calculations. (3.) Vendor will not be compensated for travel time.

1. **Facilities Access:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency’s facilities. In the event that access cards and/or keys are required:
   1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
   2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
   3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
   4. Anyone performing under this Contract will be subject to Agency’s security protocol and procedures.
   5. Vendor shall inform all staff of Agency’s security protocol and procedures.
2. **VENDOR DEFAULT:**
   1. The following shall be considered a vendor default under this Contract.
      1. Failure to perform Contract Services 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.
3. **MISCELLANEOUS:** 
   1. **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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**