**SPECIFICATIONS**

1. **Purpose and Scope:** The West Virginia Purchasing Division is soliciting bids on behalf of [insert agency name] to establish an open-end contract for [insert items 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 Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
   2. **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
   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. **General Requirements:** 
   1. **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

* + 1. **[Contract Item #1 – List the item being purchased]**
       1. [Contract Item #1] must be [insert certification or standard].
       2. [Contract Item #1] must be compatible with [insert compatibility requirements].
       3. [Contract Item # 1] must [insert other requirements].
    2. **[Contract Item #2 – List equipment being purchased]**
       1. [Contract Item #2] must be [insert certification or standard].
       2. [Contract Item #2] must be compatible with [insert compatibility requirements].
       3. [Contract Item # 2] must [insert other requirements].

1. **Contract award:**
   1. **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
   2. **Pricing Pages:** Vendor should complete the Pricing Pages by [inform vendor of what information is required and how to fill in the Pricing Page]. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume 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.

Vendor should 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. **ORDERING AND PAYMENT:**
   1. **Ordering:**  Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
   2. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
2. **DELIVERY AND RETURN:**
   1. **Delivery Time:** Vendor shall deliver standard orders within [insert days permitted for delivery] working days after orders are received. Vendor shall deliver emergency orders within [insert days permitted for delivery] working day(s) 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.
   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:** If the Agency deems the Contract Itemsto be unacceptable, the Contract Items 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 Contract 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 Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
   2. **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**