**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 license name] software maintenance and support.
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. **“Licenses”** means Agency’s licenses to utilize [insert license name] software.
   2. **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the software maintenance and support.
   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 qualifications listed below. Compliance will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award***.***
   1. Vendor must be authorized by [insert Manufacture] to provide software maintenance and support for the Licenses.

1. **Mandatory Requirements:**
   1. **Software Maintenance and Support:** Vendor must provide maintenance and support for the Licenses as follows:
      1. [Insert # of Licenses] Licenses must be covered by maintenance and support.

* + - 1. Agency owned License Numbers

[insert license numbers if applicable]

* + 1. [Insert either “Maintenance and support must be provided for [insert #] years.” or “Maintenance and support must be provided for 1 year with [insert #] optional 1-year renewals.”]
    2. Current maintenance and support began on [insert beginning date] and expires/expired on [insert expiration date].
    3. Maintenance and Support under the initial term of this Contract will be for the period beginning on [insert date] and ending on [insert date]. Each subsequent term, if any are authorized by the parties, will run consecutively to the prior term.
    4. Reinstatement fees for lapsed support must be included in the first year of maintenance and support costs, if applicable.
    5. Vendor must provide a copy of all applicable maintenance and support agreements prior to contract award for review and approval by the State of West Virginia.

1. **Contract award:** 
   1. **Contract Award:** The Contract will be awarded to the Vendor that provides the Software Maintenance and Support meeting the required specifications for the lowest total contract 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. **PAYMENT:** Agency shall pay [describe payment: hourly rate, flat fee, etc.], as shown on the Pricing Pages, for all Software Maintenance and Support. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
2. **Facilities Access:** In the event thatperformance of Software Maintenance and Support requires access to Agency facilities, access cards and/or keys may be required to gain entrance. 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.
3. **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.
4. **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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| --- | --- | --- | --- | --- | --- | --- |
| [License Name] | Year | Start Date | End Date | Total Number  of Licenses | Annual Price  Per License | Total Cost |
| Maintenance & Support plus reinstatement fees | 1 | 1/1/2019 | 12/31/2019 | 26 |  |  |
| Maintenance & Support | 2 | 1/1/2020 | 12/31/2020 | 26 |  |  |
| Maintenance & Support | 3 | 1/1/2021 | 12/31/2021 | 26 |  |  |
| Maintenance & Support | 4 | 1/1/2022 | 12/31/2022 | 26 |  |  |
| Maintenance & Support | 5 | 1/1/2022 | 12/31/2022 | 26 |  |  |
| Total Contract Cost | | | | | |  |