



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**SEC661000**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BETTY FRANCISCO  
 304-558-0468**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE SECRETARY  
 BUILDING 1, ROOM E119  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0120 558-2300

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/01/2006				

BID OPENING DATE: **05/11/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ATTACHMENTS:						
1. REVISED SPECIFICATIONS DATED MAY 1, 2006						
2. WEST VIRGINIA GOVERNORS' PORTRAITS RESTORATION QUESTIONS AND AGENCIE'S REPSONSES - ATTACHMENT A						
3. GOVERNOR'S PORTRAIT LIST - ATTACHMENT B						
4. ADDENDUM ACKNOWLEDGEMENT						
***** END OF ADDENDUM NO. 1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
(REQUEST FOR QUOTATION) RFQ AND (REQUEST FOR PROPOSAL) RFP**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**ORIGINAL SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230

**REQUEST FOR QUOTATION**  
**WEST VIRGINIA DEPARTMENT OF ADMINISTRATION**  
**Oil Painting Conservation**  
**SEC661000 - Revised May 1, 2006**

**Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the WV Department of Administration, is soliciting Request for Quotation (RFQ) from qualified firms to provide Condition Assessments and Conservation of ~~twenty-seven (27)~~ "thirty (30)" oil paintings of the governors of West Virginia in the West Virginia State Museum art collection. It is the intent of the State to award a single contract to a qualified vendor to provide such services. The selected vendor shall complete an assessment of each portrait and shall make recommendations for restoration and a timeline for such restoration.

**Location:**

Agency's main offices are located at: WV State Capitol Complex, 1900 Kanawha Boulevard East, Building 1 Room E-119, Charleston, West Virginia 25305.

The paintings are on exhibit currently at the West Virginia State Capitol main building at 1900 Kanawha Boulevard East, Charleston, West Virginia 25305-0300.

**Background:**

The oil paintings are currently on exhibit at the State Capitol building and are viewed daily by visitors including state and national leaders. They are part of the collection of the West Virginia State Museum (WVSM) a component of the Division of Culture and History. The portraits are in need of cleaning and repair due to deterioration and damage.

**Pre-Bid:**

A mandatory pre-bid ~~will be~~ was held on April 26, 2006, at the Division of Purchasing, located at: 2019 Washington Street, East, Charleston, WV 25305. Upon completion of a review of the specifications, and ~~any~~

discussions, participants ~~will go~~ went to the Capitol Complex to view such portraits. As result of the pre-bid meeting, an addendum has been completed and attached; and revisions made to the specifications as marked hereto.

**State of West Virginia Responsibilities:**

- **Remove portraits from the wall of the State Capitol**
- **Move portraits to a designated secure room for preparation for vendor shipment**
- **Re-install the restored portraits back on the wall of the State Capitol**

**Mandatory Qualifications**

In order to be eligible to submit a Bid for this RFQ the Vendor ~~must~~ **shall** meet the following qualifications and experience:

- Qualified Vendors ~~must~~ **shall** have a minimum of 10 years experience in restoration and conservation in historic and artistic preservation of works of art.
- The Vendor shall demonstrate by providing a minimum of five (5) examples of before and after photos and verifiable information of their experience, in restoration and conservation of similar projects in nature, completed in the last five years.
- The Vendor shall provide proof of previous work completed on irreplaceable historical artwork for a museum; this could be part of the 5 photo examples completed within the last five years.
- The Vendor ~~must~~ **shall** possess a M.A. and Certificate of Advanced Study, Conservation of Historic and Artistic Works with Specialization in Paintings.
- The Vendor ~~must~~ **shall** provide proof of specialized training in restoration and conservation of Oil Painting based works of art.
- Resumes of the lead conservator, all employees that will work on the project, and any subcontractors, ~~must~~ **shall** be submitted.

## References

The Vendor shall provide a list of five (5) references in order for The Division to verify previous projects completed in nature. This list shall include contact name, address, telephone number and an e-mail address. The Purchasing division reserves the right to request additional information to ensure qualifications and experience.

## Certificate of Insurance

The successful Vendor shall provide a current Certificate of Professional & General Liability Insurance; which will cover the restoration and conservation, storage and transportation, while in conservator's possession. Limits of Professional & General Liability shall be a minimum of \$1,000,000. Such certificate shall be submitted prior to contract award, and shall be in full force and effect during the contract period. **Only ten (10), or 1/3, of the portraits shall be shipped for assessment and restoration at a given time.**

## Scope of Work:

1. The selected vendor shall complete an assessment report for each of the ~~twenty seven (27)~~ "thirty (30)" portraits that will detail every necessary restoration and conservation requirement, and a total maximum number of hours to complete each. Five copies of the assessment report shall be submitted to the Department of Administration within ~~90 calendar days~~ **the agreed upon time frame**, from the date of contract award. ~~During the condition assessment phase, a site will be provided by Department of Administration, if necessary, for the purpose of examining the portraits.~~ **The successful vendor shall be responsible for shipping ten (10) framed paintings to his/her location of business to perform the assessments. After completion of ten (10) assessments, and report of such assessments, the vendor shall submit the reports to the Director of Collections for acceptance. After such acceptance, the vendor may invoice for the assessment phase and shall proceed with the restoration of the ten (10) portraits. Such restoration shall be in accordance to the mutually agreed upon schedule between the vendor and the Director of Collections.**

**Vendors may return the restored portraits as they are completed and may invoice after the portraits have been received and accepted by the Director of Collections.**

**The State of West Virginia will be responsible for shipping costs on an actual reimbursement basis only; therefore, we will accept shipment per completed portrait – please refer to #7.**

**Upon completion of the first ten (10) paintings, then the next ten (10) shall be completed as stated above; and the last ten (10) as stated above.**

2. ~~Because the portraits are currently on exhibit, the examination will leave them in a suitable state to be displayed.~~ Please note the 27 paintings are covered with plexi-glass with spacers placed for protection. In some cases the spacers have dislodged. It will be the responsibility of the conservator to handle and carefully inspect paintings to create accurate reports.

3. Provide all material & labor to restore ~~twenty-seven (27)~~ **“thirty (30)”** paintings to the original creation as intended by the artist.

4. Photo documentation - digitally and with color slides, before and after treatment, during and after cleaning, and before and after in-painting if necessary.

5. Conservation and restoration of the frames ~~are to~~ **shall** be included.

6. A final treatment report ~~will~~ **shall** be completed by the conservator listing all procedures and material used in the process. A final report ~~must~~ **shall** be completed for each painting.

7. It shall be the vendor's responsibility to provide transportation to and from the paintings' current location to the vendor's restoration location, and to provide packaging for safe transit. **Transportation costs shall be reimbursed at actual costs incurred by the vendor. The successful vendor shall include copies of the transportation service's invoice in order to be reimbursed. Failure to include a copy of the invoice will result in declining of the transportation part of the total invoice.**

8. The final product shall result in an acceptable level as determined by the Director of Collections of the State Museum.

**General Requirements:**

\* Provide any and all services required to bring the project to a satisfactory completion as determined by the Commissioner, Division of Culture and History or Authorized Designee. **The mutually agreed upon restoration assessment and timeline for completion of each portrait shall be added to the contract through the change order process. Should reasonable timeline negotiations be deemed unsuccessful, the State of West Virginia reserves the right to cancel the contract.**

\* Provide to The Divisions Authorized Designee updated status on the progress of the restoration in order to insure that all time frame deadlines are being met.

\* Provide a safe and secure holding area for the paintings while in the possession of qualified conservator during restoration and conservation as required by The Division Authorized Designee.

\* Anticipate and make recommendations for resolution of problems as a result of discovered conditions, and to any unanticipated circumstances arising during the progress of work in order to meet deadline.

\* The Vendor agrees that Liquidated Damages shall impose at the rate of one hundred dollars (\$100.00) per work day, for failure to provide deliverables at the agreed upon date identified in the contract.

\* Questions may be directed to the below person(s) no later than ~~April 25,~~ **2006 May 10, 2006**:

Charles Morris, Director of Collections  
(304) 558-0220 Ext 704  
(304) 558-2779 Fax

or

John Abbott, Senior buyer  
Dept. of Admin., Purchasing Division  
(304) 558-2544

**Bid/Cost** – An RFQ Bid form is included for the vendor's use and submission. Bidders shall submit a lump sum quote/bid for the assessment

phase of the project; and an hourly rate for the actual restoration and conservation. **The hourly rate shall include any and all packaging (excluding actual shipping costs), materials, and labor to restore the portraits stated herein.** The estimate of 1000 hours is reflected on the Bid Form for evaluation purposes only, and should **not** be regarded as a factor of the specifications.

**Payments** –Payment will be rendered upon approval of completion determined by The Director of Collections. ~~The vendor will receive payment of the assessment reports once they have been completed and accepted. Progress payments will be scheduled based upon an agreement as it pertains to an established timeline for completion of work.~~ **Assessment payments shall be made upon the completion of an acceptable assessment plan for each set of ten (10). Payments will be made after each portrait has been restored, returned and accepted. Payment will follow the same sequence for the next ten (10); and then the last ten (10).**

**Bid Schedule:**

**Bid Release:** April 7, 2006  
**Pre-Bid:** April 26,, 2006  
**Bids Opening:** ~~May 11, 2006~~ **May 18, 2006**



SEC661000 – WEST VIRGINIA GOVERNORS’ PORTRAITS RESTORATION  
 QUESTIONS AND AGENCIE’S RESPONSES – “ATTACHMENT A”

1	Q	“Hourly Cost for Restoration Work” – “Do you want project-specific costs such as wrapping, transportation, studio/transit insurance and new stretchers included in the Hourly Cost or are project-specific costs to be accepted as add-on above Hourly Cost?”
	A	Transportation has been addressed and taken out of the hourly rate for bidding purposes – see #7 in the revised 5/1/06 specifications. Any and all other costs are to be included in the hourly rate bid. Insurance is addressed in the revised specifications.
2	Q	“Is it possible for you to provide a room for my company to remove the paintings from the frames and create a packing cradle for shipping?”
	A	We are providing a room for you to prepare the “framed” portraits in order for you to ship for assessment and restoration purposes; 10 at a time. You are not to dismantle the portraits until they arrive at your location of business.
3	Q	“Also, would you like to install a plexi-glass/acrylic box to protect the paintings after restoration?”
	A	No, it has been decided not to re-apply/install any covering material. The canvas will be exposed without plexi-glass, glass, or any other material.
4	Q	How many portraits are to be assessed and restored at one time?
	A	10 at a time – please see revised specifications for detailed explanation.
5	Q	Are you extending the bid opening date?
	A	Yes, the new bid opening date is May 18, 2006, 1:30 PM
6	Q	Who will remove and re-install the portraits on and off of the wall?
	A	The State of WV General Services personnel will remove the portraits from the wall, move to the shipping preparation room, and re-install the approved, restored portraits.

## GOVERNOR'S PORTRAIT LIST - ATTACHMENT B

Accession number	OBJECT-NAM	Artist/Manufacturer
Mu 2005-0015.0001	Portrait Governor Arthur Ingram Boreman	Harry Seawell
Mu 2005-0015.0002	Portrait Governor Daniel D.T. Farnsworth	Naomi Hosterman
Mu 2005-0015.0003	Governor William Erskine Stevenson	Dorothy Decker
Mu 2005-0015.0004	Portrait Governor John Jeremiah Jacob	Naomi Hosterman
Mu 2005-0015.0005	Portrait Governor Henry Mason Mathews	Ashton Wilson
Mu 2005-0015.0006	Portrait Governor Jacob Beeson Jackson	Dorothy Decker
Mu 2005-0015.0007	Portrait Governor Emanuel Willis Wilson	Ashton Wilson
Mu 2005-0015.0008	Portrait Governor Aretas Brooks Fleming	
Mu 2005-0015.0009	Governor William Alexander Mac Corkle	Alphonse Jongers
Mu 2005-0015.0010	Portrait Governor George Wesley Atkinson	Alphonse Jongers
Mu 2005-0015.0011	Portrait Governor Albert Blakeslee White	Alphonse Jongers
Mu 2005-0015.0012	Portrait Governor William M. O. Dawson	Naomi Hosterman
Mu 2005-0015.0013	Governor William Ellsworth Glasscock	Alphonse Jongers
Mu 2005-0015.0014	Portrait Governor Henry Drury Hatfield	J. J. Owens
Mu 2005-0015.0015	Portrait Governor John Jacob Cornwell	Alphonse Jongers
Mu 2005-0015.0016	Portrait Governor Ephriam Franklin Morgan	
Mu 2005-0015.0017	Portrait Governor Howard Mason Gore	B. Godwin
Mu 2005-0015.0018	Portrait Governor William Gustavus Conley	B. Godwin
Mu 2005-0015.0019	Portrait Governor Herman Guy Kump	Boris B. Gordon
Mu 2005-0015.0020	Portrait Governor Homer Adams Holt	Leopold Scyffert
Mu 2005-0015.0021	Portrait Governor Matthew Mansfield Neely W. H. Anderson	
Mu 2005-0015.0022	Portrait Governor Clarence W. Meadows	Ivan G. Olinsky
Mu 2005-0015.0023	Portrait Governor Okey L. Patteson	Marion Vest Fors
Mu 2005-0015.0024	Portrait Governor William C. Marland	M Givian
Mu 2005-0015.0025	Portrait Governor Cecil H. Underwood	Charles J. Fox
Mu 2005-0015.0026	Portrait Governor William Wallace Barron	Samuel Creed Gholson
Mu 2005-0015.0027	Portrait Governor Hulett Carson Smith	Arthur Pyykko
Mu 2005-0015.0028	Portrait Governor Arch Alfred Moore*	David Philip Wilson
Mu 2005-0015.0029	Portrait Governor John David Rockefeller IV*	Adele Thornton Lewis
Mu 2005-0015.0030	Portrait Governor Gaston Caperton*	Annette Polan

\*are not covered with plexi-glass

WV-36a STATE OF WEST VIRGINIA <b>PURCHASING CONTINUATION SHEET</b>	Buyer:	Page	Req. or P. O. No.:
Vendor:	Spending Unit:		

Requisition No.: \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT**

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

**Addendum No.'s:**

No. 1 \_\_\_\_\_

No. 2 \_\_\_\_\_

No. 3 \_\_\_\_\_

No. 4 \_\_\_\_\_

No. 5 \_\_\_\_\_

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date