



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
DCH08105

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

**DIVISION OF CULTURE & HISTORY
 CULTURAL CENTER
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0300 558-0220**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/23/2008				

BID OPENING DATE: **03/13/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR PROPOSAL						
<p>THE PURCHASING DIVISION IS SOLICITING PROPOSALS FOR THE WEST VIRGINIA DIVISION OF CULTURE & HISTORY TO PROVIDE SPECIALTY FABRICATION FOR THE WEST VIRGINIA STATE MUSEUM FOR ALL WORK, INCLUDING, BUT NOT LIMITED TO, LABOR, MATERIALS, EQUIPMENT, SUPPLIES, AND TRANSPORTATION.</p> <p>ATTACHMENTS: SPECIFICATIONS PURCHASING AFFIDAVIT</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE HELD 02/14/2008 AT 10:00 AM AT THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY, THE CULTURAL CENTER, 1900 KANAWHA BOULEVARD EAST, CHARLESTON, WEST VIRGINIA.</p> <p>FAILURE TO ATTEND THIS PRE-BID CONFERENCE WILL RESULT IN AUTOMATIC DISQUALIFICATION.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/15/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p style="text-align: right;">SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SHELLY.L.MURRAY@WV.GOV</p>						

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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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 may be deemed null and void, and 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 §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office 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.

SIGNED BID TO:

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



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0001	1	LS		495-65		
<p>MUSEUM, SPECIALTY FABRICATION</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 350 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: THE INSURANCE REQUIREMENTS WILL BE ADDRESSED DURING THE PRE-BID CONFERENCE AND BY ADDENDUM.</p>						

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<p>(XX) BONDS: A BID BOND OF \$80,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH THE TECHNICAL PORTION OF THE BID. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR AND MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: DCH08105</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p>						

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	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

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SENDER

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<p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A</p>						

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<p>MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING</p>						

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<p>CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

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<p>THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID</p> <p>BUYER: SHELLY MURRAY/FILE 31</p> <p>RFQ. NO.: DCH08105</p> <p>BID OPENING DATE: 03/13/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ DCH08105 ***** TOTAL: _____</p>						

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REQUEST FOR PROPOSAL
West Virginia Division of Culture and History
Requisition Number – DCH08105
Specialty Fabrication for the West Virginia State Museum

PART 1 GENERAL INFORMATION, TERMS AND CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Division of Culture and History, hereinafter referred to as "Agency", for a Specialty Contractor to fabricate, install, test, and commission scenic components, graphics, casework, artifact mounts, and AV systems/programming. This solicitation serves as notice, pursuant to West Virginia Code 5A-3-10c, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Project:

The West Virginia Division of Culture and History is in the process of renovating the West Virginia State Museum at the Cultural Center in Charleston, WV.

The mission or purpose of the RFP described in Parts 2 & 3 is to fabricate, install, test, and commission scenic components, graphics, casework, artifact mounts, and AV systems/programming for the West Virginia State Museum renovation project.

The work from Notice to Proceed to soft opening shall be completed in no more than 350 calendar days. The successful vendor will coordinate its work with and address all questions through the Owner/Owner's Representative. It is essential to the success of the project that the vendor coordinates and cooperates fully with the General Contractor during all phases of the project. Note the terms "Vendor", "Specialty Contractor", and "Bidder" are used interchangeably throughout this RFP in reference to the Specialty Contractor and their scope of work

1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information, terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received and how the evaluation will be conducted.

1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Shelly Murray, Senior Buyer
 Purchasing Division
 2019 Washington Street, East
 P.O. Box 50130
 Charleston, WV 25305-0130
 Fax: (304) 558-4115

The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 Vendor Registration:

Vendors participating in this process should complete and file a ***Vendor Registration and Disclosure Statement*** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

1.6 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of RFP Sections:

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 *Mandatory Requirements.*

The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The Vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

1.8.2 *Contract Terms and Conditions:*

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 *Informational Sections:*

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 **Proposal Format and Submission:**

1.9.1 Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Vendors responding to this RFP shall submit:

One original technical and cost
plus 6 convenience copies to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Shelly Murray File 31
Req#: DCH08105
Opening Date: 03/13/2008
Opening Time: 1:30 pm

1.9.4. **Best Value Purchasing Standard Format**

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 *Evaluation Criteria:* All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 *Proposal Format and Content:* Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate

envelope and will not be opened initially.

1.9.4.3 *Technical Bid Opening:* The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 *Technical Evaluation:* The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 *Cost Bid Opening:* Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 *Cost Evaluation and Resident Vendor Preference:* The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request at the time of bid preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. A certificate of application is used to request this preference. A West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 *Contract Approval and Award:* After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:**1.15.1 Submissions are Public Record.**

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events

Release of RFP.....	01/25/2008
Mandatory Pre-Bid Conference.....	02/14/2008
Vendor's Written Questions Submission.....	02/15/2008
Addendum Issued.....	TBD
Oral Presentations.....	TBD
Bid Opening Date.....	03/13/2008

1.17 Mandatory Prebid Conference:

A mandatory prebid conference shall be conducted on 02/14/2008 at 10:00 AM. Said conference will be held at the West Virginia Division of Culture and History, The Cultural Center, 1900 Kanawha Boulevard East, Charleston, West Virginia **All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor.**

1.18 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.19 General Terms and Conditions:

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.19.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

1.19.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

1.19.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the

lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.19.4 Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.19.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

1.19.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will

be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.19.7 *Governing Law:*

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

1.19.8 *Compliance with Laws and Regulations:*

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.19.9 *Subcontracts/Joint Ventures:*

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.19.10 *Term of Contract & Renewals:*

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.19.11 *Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.19.12 *Contract Termination:*

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

1.19.13 *Changes:*

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

1.19.14 *Invoices, Progress Payments, & Retainage:*

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

1.19.15 Liquidated Damages:

According West Virginia State Code 5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$1000/day for failure to meet milestone dates mutual developed and agreed to at the beginning of the project. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

1.19.16 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

PART 2 OPERATING ENVIRONMENT**2.1 Location:**

Agency is located at The Cultural Center, 1900 Kanawha Boulevard East, Charleston, West Virginia

2.2 Background:

The West Virginia Division of Culture and History, an agency of West Virginia State government, is in the process of renovating the West Virginia State Museum. The new museum will include themed environments and feature historic artifacts, photographs, documents, artwork, film footage, etc. It will be built in a 23,000-square-foot space on the lower level of the Cultural Center, located on the Capitol Complex, in Charleston, WV. A museum has been in this setting since the building opened in 1976. The original exhibits and other furnishings were demolished and removed from the premises during an earlier phase of the project in 2004.

Currently, there is an active Contract with Maynard Smith Construction (MSC) of Charleston, WV, acting as the General Contractor for the project. MSC will act as the coordinator of the project schedule for both the General and Specialty Contractors for the duration of the work. Refer to 3.1.1 below

PART 3 PROCUREMENT SPECIFICATIONS**3.1 General Requirements:**

3.1.1 The Specialty Contractor (SC) acknowledges that the General Contractor is fully responsible for the overall project schedule. The SC must provide initial schedule input

through the Owner to the General Contractor within 2 weeks of Notice To Proceed. The SC further acknowledges that it will be completely cooperative in working with the General Contractor to establish, develop and maintain the final project schedule. Between the time period from the "Notification of Award of Contract and the "Notice to Proceed" the SC shall produce a preliminary production schedule for the project. The SC will have no more than 350 days from Notice To Proceed to complete their scope of work.

3.1.2 The SC shall fabricate, furnish, install, test and commission all work in strict accordance with the bid documents detailed in this proposal. If there are any discrepancies in the documents, it is the SC's responsibility to verify the correct information with the Owner prior to commencing any design, shop drawings, or fabrication.

3.1.3 The SC is responsible for providing the proper training to the Owner's operations and maintenance staff as follows: (1) the first training session will be two days and shall occur immediately after the Site Acceptance Tests(SAT). It should cover the basic operations of their complete scope of work, (2) the second training session will be one day and shall occur two weeks after the museum soft opening, (3) the final training session will be one day and shall occur one month after the museum grand opening. The SC shall provide all Operations and Maintenance Manuals at this time.

3.1.4 The SC shall provide a single point person for the duration of the project. This point person will be responsible for attending all applicable weekly Owner and Construction meetings and should be well versed in all aspects of the SC's overall scope of work. Decisions made by this point person are binding for the SC. The point person can not be replaced without approval from the Owner.

3.1.5 The SC shall coordinate all work and questions through the Owner.

3.1.6 Protection of the artifacts is essential. No artifact can be permanently altered. No alterations shall occur without the written approval of the Owner.

3.1.7 All products provided by the SC must be fabricated, furnished, and installed in a manner consistent with their final intended use. All products must be able to withstand normal wear and tear consistent with publicly attended entertainment based venues.

3.1.8 Time is of the essence in the performance of this contract. Following the Notice To Proceed, the SC shall proceed with the work in a manner to support the mutually approved overall schedule and in accordance with the work plan/schedule outline in Part 4 of this proposal. The vendor shall maintain the mutually approved schedule and meet all critical path and milestone dates. Should the SC fail to meet any of the dates, upon written notice from the Owner, the SC shall cause it's employees, subcontractors, and all other parties covered by this contract to work any hours/days, in addition to the normal working hours/days, necessary to return to the original schedule. The SC shall not be reimbursed for additional compensation paid to its employees or subcontractor's employees or for any costs resulting from such "overtime" work.

3.1.9 The SC agrees that all work product of the SC's employees, suppliers, and subcontractors shall belong exclusively to the Owner. This work product would include,

but not be limited to, drawings, designs, reports, manuals, programs, tapes, DVD/CD's, models, mock ups, maquettes, etc. No document or any other report produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the SC, their subcontractors, or their suppliers.

3.1.10 The Owner makes no representation or warranties as to the accuracy of as-built information on the bid documents pertaining to existing facilities or new improvements by other contractors. The SC shall independently verify the location of all existing conditions and improvements before proceeding with the work. The SC shall be responsible for establishing the appropriate layout grid and benchmark elevations associated with their scope of work.

3.1.11 No parking is available at the site.

3.1.12 The delivering, unloading, and staging of materials and equipment shall only be at the loading dock at the rear of the building on the museum level unless otherwise approved by the Owner in writing. The delivered materials shall promptly be moved to an area within the work area. The movement of material, equipment, and personnel shall be restricted to those areas and routes within the building approved by the Owner. The SC's employees, subcontractors and suppliers shall protect from damage all existing facilities and utilities on the site. Any damage shall be repaired to the satisfaction of, and at no cost to, the Owner.

3.1.13 The SC's employees, subcontractors, and suppliers must enter the building through the security entrance at the loading dock. The Owner will assign badges which must be worn at all times.

3.1.14 The Owner will not provide a watchman or security service. The SC shall be responsible for any loss due to theft or vandalism during construction.

3.1.15 The Owner will provide the SC with regularly updated facility usage calendars for reference. The SC shall obtain written approval from the Owner prior to beginning work in any area that may disturb or interrupt the normal work day or scheduled event. Any work that may disrupt normal activities shall be performed during nonwork hours or any other times approved by the Owner.

3.1.16 Each month the SC shall submit to the Owner a progress report detailing (1) work achieved during the previous month, (2) work to be done in the current month, (3) significant issues/problems that arose during the previous month, and (4) and participate in providing an accurate, current overall schedule.

3.1.17 The SC shall provide a one year warranty effective from the date of acceptance or first beneficial use, whichever is later. The warranty shall guarantee against defective materials, workmanship, design, and improper adjustment. The SC shall respond to any service call within two working days, initiate any repairs within two working days, and complete repairs within three working days or within one working day of the arrival of any necessary parts. The SC shall provide a service call one month before expiration of the warranty period to perform routine maintenance and adjustment.

3.2 **Scope of Work:** The Specialty Contractor's (SC) scope of work includes, but is not limited to, fabricating and installing scenic components, graphics, casework, artifact

mounts, and AV systems/programming. Note also that this Request for Proposal includes the Construction Project Manual entitled "*Proposed Interior Renovations for: West Virginia Museum of Culture and History*" (information detailed on the **PROJECT MANUAL TABLE OF CONTENTS** – See Exhibit A below) and all of the drawings detailed on the **DRAWING INDEX – Interior Renovation, Scenic Color, Graphics** located at the end of this document. Additionally, there are two (2) DVD's that are also part of the project documents that can be obtained from Charleston Blueprint. One DVD contains the *Visual Reference Package (VRP)* and the other DVD contains pictures of all the artifacts. It is the vendors' responsibility to ensure that they have a complete set of project documents and that they have fully reviewed and understand **all** project documents prior to the **mandatory** Pre-Bid Meeting and before the completion of the attached bid sheets. Locations for viewing or obtaining project documents are listed at the end of this Request for Proposal.

3.2.1 Scenic Components

3.2.1.1 Scenic Elements (UE) : (Refer to Construction Project Documents)

3.2.1.2 All drawings in the scenic design package for unique scenic elements represent "design intent" only and are to be used only as an indication of general size, arrangement, and complexity of scenic elements.

3.2.1.3 All scenic elements are to be fabricated, painted, and finished to museum quality level suitable for close up viewing by guests. All UE should appear realistic with visible details, period hardware, and period construction techniques consistent with periods/eras depicted by the UE and in accordance with the visual reference package materials (VRP) provided by the West Virginia Dept. of Culture and History (WVDCH).

3.2.1.4 Specialty Contractor shall determine final locations, sizes, methods and materials for all UE, based on site survey by Specialty Contractor and in accordance with site conditions.

3.2.1.5 Specialty Contractor shall coordinate design and installation of UE to accommodate structural, mechanical, HVAC, lighting, audio, video, and graphics represented in West Virginia museum of culture and history - proposed interior renovation drawing package.

3.2.1.6 Specialty Contractor shall submit detailed shop drawings of UE and detailed line art based on scenic design package, visual reference package (VRP) and consultation/input from the WVDCH for review and approval by (WVDCH) prior to fabrication.

3.2.1.7 Upon approval of shop drawings and line art by WVDCH, Specialty Contractor shall submit color art development for review and approval by WVDCH.

3.2.1.8 Upon approval of color art, Specialty Contractor shall provide quality samples for each type of painted surface in a size adequate to indicate final color and texture for review and approval by WVDCH.

3.2.1.9 Specialty Contractor shall provide quality samples for each type of stump/tree bark, logs, fence material, timbers, building facade materials, foliage, flooring, stones, and fabric in full scale sample of size adequate to indicate color and texture, for review and approval by WVDCH.

3.2.1.10 All quality samples shall be approved by WVDCH prior to commencement of fabrication or ordering. All final UE fabrication, finishing, and installation shall be based on and in accordance with approved samples. All samples and submittals become and remain the property of WVDCH'.

3.2.1.11 All UE fabrication, installation, and associated materials shall meet all applicable fire codes including NFPA 101 2003 and must, at a minimum, meet class b requirements. Inherently flame retardant materials shall be used by the Specialty Contractor to the greatest extent possible. All flame retardant treatments shall be permanent and not require periodic retreatment.

3.2.1.2 Scenic Murals (P)

3.2.1.2.1 All drawings in the scenic design package for scenic murals represent "design intent" only and are to be used only as an indication of general size, arrangement, and complexity of scenic murals.

3.2.1.2.2 All scenic murals are to be printed, finished, and installed to museum quality level suitable for close up viewing by guests. All scenic murals should appear realistic consistent with periods/eras depicted by the scenic murals and in accordance with the visual reference package materials (VRP) provided by the West Virginia Dept. of Culture and History (WVDCH).

3.2.1.2.3 Murals are to be printed at resolution equal or greater than 360 dpi by UV fade resistant solvent (or eco-solvent) large format printer on Abaco Beach type II wallcovering for installation over primed architecture walls and partitions.

3.2.1.2.4 Specialty Contractor shall determine final locations, sizes, methods and materials for all scenic murals, based on site survey by Specialty Contractor and in accordance with site conditions.

3.2.1.2.5 Specialty Contractor shall coordinate design and installation of scenic murals to accommodate structural, mechanical, HVAC, lighting, audio, video, and graphics represented in West Virginia museum proposed interior renovation drawing package.

3.2.1.2.6 Specialty Contractor shall submit detailed scenic mural line art based on scenic design package, visual reference package (VRP) and consultation/input from the WVDCH for review and approval by WVDCH.

3.2.1.2.7 Upon approval of scenic mural line art by WVDCH, Specialty Contractor shall submit color art development for scenic mural review and approval by WVDCH.

3.2.1.2.8 Upon approval of color art, Specialty Contractor shall provide quality samples printed at final resolution on final press equipment and substrate for each scenic mural consisting of a one quarter scale print of each entire mural with four full

scale 20" x 20" detail area prints (areas to be determined by WVDCH) for review and approval by WVDCH.

3.2.1.2.9 All quality samples shall be approved by WVDCH prior to commencement of printing. All final scenic mural printing, finishing, and installation shall be based on and in accordance with approved samples. All samples and submittals become and remain the property of WVDCH

3.2.1.2.10 All scenic murals fabrication, installation, and associated materials shall meet all applicable fire codes including NFPA 101 2003 and must, at a minimum, meet class b requirements.

3.2.1.3 Scenic Flooring (FL)

3.2.1.3.1 All drawings in the scenic design package for scenic flooring represent "design intent" only as an indication of general size, arrangement, and complexity.

3.2.1.3.2 All scenic flooring is to be fabricated, painted, and finished to museum quality level suitable for close up viewing by guests. All scenic flooring should appear realistic with visible details consistent with periods/eras depicted by the UE and in accordance with the visual reference package materials (VRP) provided by the West Virginia Dept. of Culture and History (WVDCH).

3.2.1.3.3 Specialty Contractor shall determine final locations, sizes, methods and materials for all scenic flooring, based on site survey by Specialty Contractor and in accordance with site conditions.

3.2.1.3.4 Specialty Contractor shall coordinate design and installation of scenic flooring to accommodate structural, mechanical, HVAC, lighting, audio, video, and graphics represented in West Virginia museum proposed interior renovation drawing package

3.2.1.3.5 Specialty Contractor shall submit detailed shop drawings of scenic flooring and detailed line art based on scenic design package, visual reference package (VRP) and consultation/input from the WVDCH for review and approval by WVDCH prior to fabrication.

3.2.1.3.6 Upon approval of shop drawings and line art by WVDCH, Specialty Contractor shall submit color art development for review and approval by WVDCH.

3.2.1.3.7 Upon approval of color art, Specialty Contractor shall provide quality samples for each type of scenic flooring in a size adequate to indicate final color and texture for review and approval by WVDCH.

3.2.1.3.8 All quality samples shall be approved by WVDCH prior to commencement of fabrication or ordering. All final scenic flooring fabrication, finishing, and installation shall be based on and in accordance with approved samples. All samples and submittals become and remain the property of WVDCH.

3.2.1.3.9 All scenic flooring fabrication, installation, and associated materials shall meet all applicable fire codes including NFPA 101 2003 and must, at a minimum, meet class b requirements. Inherently flame retardant materials shall be used by the Specialty Contractor to the greatest extent possible. All flame retardant treatments shall be permanent and not require periodic retreatment.

3.2.1.4 Scenic Rockwork (RW)

3.2.1.4.1 All drawings in the scenic design package for scenic rockwork represent "design intent" only and are to be used only as an indication of general size, arrangement, and complexity of scenic rockwork.

3.2.1.4.2 All scenic rockwork is to be fabricated, painted, and finished to museum quality level suitable for close up viewing by guests. All scenic rockwork should appear realistic with visible details, consistent with periods/eras depicted by the rockwork and in accordance with the visual reference package materials (VRP) provided by the West Virginia Dept. of Culture and History (WVDCH).

3.2.1.4.3 Specialty Contractor shall determine final locations, sizes, methods and materials for all scenic rockwork based on site survey by Specialty Contractor and in accordance with site conditions.

3.2.1.4.4 Specialty Contractor shall coordinate design and installation of scenic rockwork to accommodate structural, mechanical, HVAC, lighting, audio, video, and graphics represented in West Virginia museum proposed interior renovation drawing package

3.2.1.4.5 Specialty Contractor shall submit detailed shop drawings of scenic rockwork and detailed line art based on scenic design package, visual reference package (VRP) and consultation/input from the WVDCH for review and approval by (WVDCH) prior to fabrication.

3.2.1.4.6 Upon approval of shop drawings and line art by WVDCH, Specialty Contractor shall submit color art development for review and approval by WVDCH.

3.2.1.4.7 Upon approval of color art, Specialty Contractor shall construct 1"=1'-0" full color scale models of each installation of scenic rockwork, including foliage, adjacent facility walls, adjacent scenic elements, integrated casework elements and ceilings for review and approval by WVDCH.

3.2.1.4.8 Upon approval of models, Specialty Contractor shall provide quality samples for each type of rockwork in a size adequate to indicate final color and texture for review and approval by WVDCH.

3.2.1.4.9 All quality samples shall be approved by WVDCH prior to commencement of fabrication or ordering. All final scenic rockwork fabrication, finishing, and installation shall be based on and in accordance with approved samples. All samples and submittals become and remain the property of WVDCH.

3.2.1.4.10 All scenic rockwork fabrication, installation, and associated materials shall meet all applicable fire codes including NFPA 101 2003 and must, at a minimum, meet

class b requirements. Inherently flame retardant materials shall be used by the Specialty Contractor to the greatest extent possible. All flame retardant treatments shall be permanent and not require periodic retreatment.

3.2.1.5 Scenic Trees (TR)

3.2.1.5.1 All drawings in the scenic design package for scenic trees represent "design intent" only and are to be used only as an indication of general size, arrangement, and complexity of scenic elements.

3.2.1.5.2 All scenic trees are to be fabricated, painted, and finished to museum quality level suitable for close up viewing by guests. All scenic trees should appear realistic with visible details consistent with tree types depicted by the scenic trees and in accordance with the visual reference package materials (VRP) provided by the West Virginia Dept. of Culture and History (WVDCH).

3.2.1.5.3 Specialty Contractor shall determine final locations, sizes, and canopy coverage for all scenic trees, based on site survey by Specialty Contractor and in accordance with site conditions.

3.2.1.5.4 Specialty Contractor shall coordinate design and installation of scenic trees to accommodate structural, mechanical, HVAC, lighting, audio, video, and graphics represented in West Virginia museum proposed interior renovation drawing package

3.2.1.5.5 Specialty Contractor shall submit detailed shop drawings of scenic trees based on scenic design package, visual reference package (VRP) and consultation/input from the WVDCH for review and approval by WVDCH prior to fabrication.

3.2.1.5.6 Upon approval of shop drawings by WVDCH, Specialty Contractor shall submit color art development for review and approval by WVDCH.

3.2.1.5.7 Upon approval of color art, Specialty Contractor shall provide quality samples for each type of tree bark and foliage, in full scale sample, of size adequate to indicate color and texture, for review and approval by WVDCH.

3.2.1.5.8 All quality samples shall be approved by WVDCH prior to commencement of fabrication or ordering. All final tree fabrication, finishing, and installation shall be based on and in accordance with approved samples. All samples and submittals become and remain the property of WVDCH.

3.2.1.5.9 All UE fabrication, installation, and associated materials shall meet all applicable fire codes including NFPA 101 2003 and must, at a minimum, meet class b requirements. Inherently flame retardant materials shall be used by the Specialty Contractor to the greatest extent possible. All flame retardant treatments shall be permanent and not require periodic retreatment. Flame testing certification for all foliage is to be submitted to WVDCH.

3.2.1.6 Log Cabin

3.2.1.6.1 The Log Cabin identified in the bid documents as "furnished and installed by WVDCH" will actually be furnished by the Owner but installed by the Specialty Contractor. The Specialty Contractor should allocate a \$75,000 allowance in their bid (see Cost Proposal Format/Bid Sheets) for transporting and installing the Owner provided Log Cabin. Additional drawings and installation information will be provided by the Owner at time of contract award. Cost variances from the allowance will be addressed by Change Order.

3.2.1.7 General Scenic Notes

3.2.1.7.1 The Specialty Contractor acknowledges the requirement to adhere to the general notes as follows: historical accuracy of the building finishes; scenic paint to match eras depicted; authentic finish of flooring; historical accuracy of coal mine finishes; realism of mural art; authentic historical construction techniques for Philippi Bridge, Barn, and Fort; authentic look of Coal Forest.

3.2.1.7.2 The Specialty Contractor shall visit the following locations prior to producing any artwork, shop drawings or fabrication in order to more accurately understand the level of detail required for the various scenes through out the museum: Philippi Bridge (Philippi, WV), West Virginia Independence Hall (Wheeling, WV) Beckley Exhibition Coal Mine (Beckley, WV), Memorial Tunnel (Gallagher, WV), New River Gorge Bridge (Fayetteville, WV), Fort Ligonier (Ligonier, PA), Keith-Albee Theater (Huntington, WV). All travel should be coordinated with the Owner.

3.2.2 Graphics

3.2.2.1 Artifact Labels (AR)

3.2.2.1.1 Provide label tag with brushed brass face over black plastic engraved to reveal black type.

3.2.2.1.2 Specialty Contractor to use templates shown in graphic design package for layout and composition of each artifact label. Label verbiage will be provided by the Owner.

3.2.2.1.3 Specialty Contractor to provide sample art for each label prior to production.

3.2.2.1.4 All text for the artifact labels will be provided by the Owner.

3.2.2.2 Banners (B)

3.2.2.2.1 Refer to Architectural drawing A5.02 for Banner pole structure and hanging information.

3.2.2.2.2 Banners to be double-sided printed fabric and hemmed on all sides. Fabric to be "TREVIRA CS FR POLY POPLIN".

3.2.2.3 GA Panels (GA) *Refer to Construction Project Documents*

3.2.2.4 GB Panels (GB) *Refer to Construction Project Documents*

3.2.2.4.1 Sign panels must be attached by rigid mounting hardware to above structure. Provide two stainless steel rods to top of sign panel and mount to exposed ceiling. Contractor to provide options to designer for final approval.

3.2.2.4.2 Specialty Contractor should review reflected ceiling drawings, mechanical drawings, and electrical drawings to coordinate appropriate installation locations.

3.2.2.5 Floor Graphics (GF)

3.2.2.5.1 Floor Graphics to recess within 3/8" thick wood flooring as shown in plan view.

3.2.2.5.2 Provide 1/8" acrylic top sheet with digital print direct printed to back side.

3.2.2.5.3 Provide 1/4" aluminum backing plate to fit over 1/8" flooring slip sheet with metal trim at outside edges where meeting wood flooring.

3.2.2.6 GH Panels (GH) *Refer to Construction Project Documents*

3.2.2.7 Large Wall Graphics (GL)

3.2.2.7.1 Provide full size strip strike off/ proof print that represents the background color, text, and any images for approval prior to final printing. Any modifications to art files as a result of the final proof review are the responsibility of the contractor.

3.2.2.8 GM Panels (GM) *Refer to Construction Project Documents*

3.2.2.9 GP Panels (GP) *Refer to Construction Project Documents*

3.2.2.10 Rail Graphics (GR)

3.2.2.10.1 Digital prints graphics are to be applied to the reverse side of 1/8" clear matte acrylic. Graphic and acrylic face to be adhered to 1/2" black PVC sheet with 1/4" metal plate backing.

3.2.2.10.2 See sheet G-GR.01 Section 2 for interface between wood railing and graphic mount. The General Contractor is responsible for providing the wood rail. The Specialty Contractor is responsible for providing the mounting bracket and sign panels.

3.2.2.11 GS Panels (GS) *Refer to Construction Project Documents*

3.2.2.12 GU Panels (GU) *Refer to Construction Project Documents*

3.2.2.13 Time Markers (TM)

3.2.2.13.1 Time markers should be 1/4" thick bronze with 1/8" raised bronze borders and letters and dark textured bronze background.

3.2.2.13.2 Refer to scenic floor plans for mounting and installation conditions. Contractor to recommend appropriate installation details.

3.2.2.14 General Graphics Notes

3.2.2.14.1 The MedLux Graphic Panel Illuminators are provided by the General Contractor. The Specialty Contractor is responsible for providing the Graphic Panels which would include the artwork, printing the artwork on diffusing ¼" acrylic, field trimming/installing on the Illuminator.

3.2.2.14.2 Note that the Specialty Contractor does not need to provide pricing for Alternate #2 detailed in the Graphics Package, G-FM.COV, Fabrication Method.

3.2.2.14.3 Refer to Architectural drawings for elevations, locations, and site conditions. Refer to sign matrix for sign quantities and notes.

3.2.2.14.4 Sign panels should be laser cut to size and relieved of any sharp edges.

3.2.2.14.5 Provide digital artwork files at 100% size.

3.2.2.14.6 All materials, printing inks, paints, and installation methods such as glue should be of a type that will not produce off-gassing.

3.2.2.14.7 Specialty Contractor shall provide strike off/ proof prints at 50% for each sign panel that represents the background color, text, and any images for approval prior to final printing. Any modifications to art files as a result of the final proof review are the responsibility of the Specialty Contractor.

3.2.3 Casework

3.2.3.1 General Casework Notes

3.2.3.1.1 The complete casework scope of work is covered in several locations on the bid documents. The Artifact Casework Schedule is located in the Construction Project Manual and provides a complete listing of all the casework. The Architectural (A) drawings will provide the location of casework on the floor plans as well as elevation locations. The Artifact Case (AC) drawings will provide the casework elevations including additional information like plastic laminate specifications.

3.2.3.1.2 See notes for Architectural Casework, Casework Plastic Glazing, Casework Environmental Equipment, and Artifact Mounting on sheet AC1.01. Note requirements for submittals, quality assurance, delivery, storage, and handling.

3.2.3.1.3 See Case Schedule located in the Construction Project Manual for a complete listing of casework including references to elevations, type, overall size, display, contents, lighting levels, UV ratings, temperature ratings, humidity ratings, and finishes. Note that most cases also have elevations on the AC drawings. However, the Frames (FR) and Plinth Bases (PB) do not have elevations as all look the same as the details shown on the AC drawings, only the sizes vary.

3.2.3.1.4 The Specialty Contractor acknowledges that the floor mounted casework in the Discovery Rooms must be installed prior to finished wood flooring installation. Therefore, casework shop drawings, samples, approvals, and fabrication should be a

very high priority so as to not negatively impact the overall construction schedule. The Specialty Contractor shall coordinate the schedule with the General Contractor.

3.2.3.1.5 Regarding casework that contains fiber optic lighting, the electrical drawings indicate the fiber optic fixtures and number of heads to be provided for each case. The Owner will provide a diagram that details the exact location of the fixtures and the holes in the top of the cases.

3.2.3.1.6 The casework finish color for the wood trim and veneer is to match the Armstrong walnut wood flooring. The Owner will provide a stain sample to match.

3.2.3.1.7 The Specialty Contractor should closely review the casework category Type SP – Special as these are unique pieces. Examples of these would be AC-05-019 which is an acrylic 4 sided box that slips over an artifact; AC-08-091/096 which are steel frames used to stabilize and “frame” stain glass units; AC-05-061 which is a flat acrylic panel that attaches to the face of the UE – Tool Shed

- 3.2.3.2 BD-Base with Drawers
- 3.2.3.3 CT-Counter top Case
- 3.2.3.4 D- Drawer
- 3.2.3.5 FH- Full Height Case
- 3.2.3.6 FH1- 2 Sided Full Case
- 3.2.3.7 FHB- Full Height Case with Black Face
- 3.2.3.8 FHD- Full Height Case with Drawers
- 3.2.3.9 FR- Frame, No Glazing
- 3.2.3.10 PB- Plinth Base
- 3.2.3.11 SG- Glass Shelf
- 3.2.3.12 SW- Wood Shelf
- 3.2.3.13 V-Vitrine
- 3.2.3.14 V1- Vitrine with Stepped Back
- 3.2.3.15 V2- Vitrine / Marble Case
- 3.2.3.16 VT- Vitrine with Angled Top
- 3.2.3.17 W- Wall Case
- 3.2.3.18 W1- Recessed Wall Case

3.2.4 Artifact Mounts

3.2.4.1 All artifacts to be placed on mounts and all mounts placed in casework by the Specialty Contractor. The Owner will make all artifacts accessible to the Specialty Contractor. The final placement of all artifacts will be at the Owner's direction.

3.2.4.2 Protection of the artifacts is essential. No artifact can be permanently altered. No alteration shall occur without the written approval of the Owner.

3.2.4.3 Mounts must be provided for all the artifacts on the Artifact Schedule. There are artifacts listed on the Artifact Schedule that are not shown on the Artifact Case (AC) drawings but show up on the Architectural (A) drawing plans and elevations because they are not in cases.

3.2.4.4 The artifact scope of work should include all labor, materials, and expenses involved in the 1) design and fabrication of mounts to support each artifact and 2) installation of each artifact and mount. The mounting of artifacts also includes any rigging required to install and support the artifacts.

3.2.4.5 The Artifact Schedule in the Project Manual includes a complete list of all artifacts that will require mounts and installation. In the schedule, note that all sizes are approximate and must be verified by the mounter. The Artifact Handling and Artifact Mount columns include preliminary concepts for how each object should be handled and mounted. The descriptions in these columns are not comprehensive or all-inclusive; they merely convey design intent and general guidelines for protection of the artifacts.

3.2.4.6 The artifacts must be mounted by an experienced artifact mounter (see Vendor Experience in Section IV). Artifacts to be mounted will include, but are not limited to, the following categories: rocks, fossils, and other geological objects; projectile points, celts, and other prehistoric objects; flat textiles, garments, and hats; weapons, such as historic long arms and knives; books; documents (original and reproduction); coins and currency; bottles and other three-dimensional glass objects made of various materials. Note that some of these artifacts will be installed in drawers.

3.2.4.7 The museum will include traditional and themed environments. In the traditional settings, most, but not all, of the artifacts will be mounted inside cases. The themed settings include some casework; however, many of the artifacts will need to be mounted to or onto scenic elements.

3.2.5 AV Systems/Programming

3.2.5.1 The AV systems include, but are not limited to, furnishing, installing, and programming all speakers, monitors, projectors, equipment racks, keypads, touch screens, interfaces, etc. The Audio Visual (AV) drawings detail all hardware specifications and distribution.

3.2.5.2 The distinction between the Specialty Contractor's scope of work and the General Contractor's scope of work is as follows:

3.2.5.3 Regarding AV systems, the Specialty Contractor will furnish and install all AV control equipment, speakers, projectors, screens, monitors, and other AV devices. The General Contractor will provide the data/communication wiring and power to all the devices. The Specialty Contractor will then connect all of the devices to the data/communication wiring and program the AV components.

3.2.5.4 Regarding lighting systems, the General Contractor will furnish and install all light fixtures and dimmer racks. The Specialty Contractor, under the Owner's direction, will then program the lighting controls and their interface with the AV systems.

3.2.5.5 A more detailed description of the programming component is as follows:

3.2.5.5.1 The show control system programming is to be provided by the Specialty Contractor.

3.2.5.5.2 The programming for each scene shall be determined by and shall follow the descriptions in the showpath script.

3.2.5.5.3 The control system programming also includes setting lighting levels with the lighting designer.

3.2.5.5.4 The system will control all lighting presets and any interactive exhibits lighting levels and AV playback triggers.

3.2.5.5.5 The data connection between the control system and the lighting system shall be the demarcation point between these systems.

3.2.5.5.6 The show control system shall sequence startup and shutdown sequences for daily operations.

3.2.5.5.7 This sequence shall include powering projectors, controlling AV playback sources, looping and triggered playback of media.

3.2.5.5.8 The system programming also includes touch panel graphics and associated HUI setup to interface to the control system.

3.2.5.5.9 Provide system daily operation control pages, and maintenance pages as required.

3.2.5.5.10 Projector control programming shall include lamp hours used and inquiry and automatic notification on touch screens of lamp status 150 hours prior to average failure.

3.3 **Special Terms and Conditions:**

3.3.1 *A Bid Bond in the amount of \$80,000.00 payable to the state of West Virginia shall be submitted with the Technical Proposal. The successful bidder shall also furnish a Performance Bond and Labor/Material Bond for 100% of the amount of the contract.*

3.3.2 *Insurance Requirements:*

The Insurance Requirements will be addressed during the pre-bid conference and by addendum.

3.3.3 *License Requirements:*

Workers Compensation

PART 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

This part of the RFP outlines the format the Vendor should follow in arranging the information and the information that the vendor must include when preparing the proposal. Note that all pages should be numbered sequentially. The proposal should be formatted in the same order as indicated below, providing the information as required in each Section:

4.1.1 Title Page

The Vendor shall state the RFP subject and number, the name of the Vendor, Vendor's business address, business telephone number, and name of point person authorized to speak on behalf of the Vendor. The title page should be dated and signed.

4.1.2 Table of Contents

The RFP should be divided into the Sections as identified in 4.1.3. The material must be clearly identified by section name/number and page number.

4.1.3 Sections

4.1.3.1 Section I: Understanding of Project Objectives

4.1.3.1.1 The Vendor should discuss in detail their understanding of the overall project scope of work as described in Parts 2 & 3 of this proposal.

4.1.3.1.2 The Vendor should detail how their scope of work interfaces with the General Contractor's scope of work and how to best facilitate and support that interface.

4.1.3.1.3 Based on the bid documents and the current status of the project, the Vendor should identify high priority components within their scope of work and discuss why they are high priority.

4.1.3.2 Section II: Vendor Experience/Qualifications

4.1.3.2.1 The Vendor must be an established firm with ten (10) years experience in successfully providing all components of the scope of work as detailed in the bid documents.

4.1.3.2.2 The Vendor must have experience working with and being contractually responsible for providing scenic components, graphics, casework, artifact mounts, and AV systems/programming.

4.1.3.2.3 The Vendor shall detail the capacity of its physical facilities and personnel in order to demonstrate sufficient capacity to produce the required scope of work without causing delay to the overall project schedule.

4.1.3.2.4 The Vendor shall submit detailed information about at least five (5) recently completed projects. At least three (3) of these projects must be museum projects containing components comparable to this project. The list should include the project name, project location, Vendor's scope of work, Vendor's budget, project architect, and the project owner's name, valid telephone number, address, and email.

4.1.3.2.5 For the five (5) recently completed projects detailed in section 4.1.3.2.4 above, the Vendor should also provide the primary contact name, valid telephone number, and email address for the Creative Designers and Architects for those projects.

4.1.3.2.6 As the artifact mount scope of work is a very specialized component of this project, the following are additional Vendor Qualification requirements:

The artifacts in the West Virginia State Museum are irreplaceable. As such, it is essential that the Vendor or Vendor's subcontractor have extensive experience designing, fabricating, and installing custom made artifact mounts for history museums. The Vendor must provide examples of at least three (3) successful projects of similar scale and scope completed within the previous six (6) years, providing photos or samples of work. Similar in scale and scope is defined as providing and installing at least 1,500 artifact mounts for a history museum.

The Vendor also should document at least two (2) examples of artifact mounting services it has provided for themed history museums of at least 500 artifacts. Additionally, the Vendor should provide examples of its experience working with the types of artifacts to be included in the West Virginia State Museum, including but not limited to, geologic objects, prehistoric objects, garments, and other textiles, weapons, books, documents, coins, currency, bottles, and other three dimensional glass objects, music instruments, flat artwork, sculptures, and handmade crafts. All examples must include the scopes of services offered to the client and the names, addresses, and valid telephone numbers of Vendor references from the work.

4.1.3.3 Section III: Planned Management Staff

4.1.3.3.1 The Vendor should submit a complete organizational chart listing all key in house personnel, contract personnel, and subcontractor personnel that will be involved with this project.

4.1.3.3.2 The Vendor should include resumes for everyone included on the organizational chart.

4.1.3.3.3 The Vendor should identify the point person for this project. The Vendor acknowledges that the point person can not be changed during the project without the

Owner's approval. Vendor also acknowledges that this project will be the point persons only project for the duration of the project.

4.1.3.3.4 The Vendor shall identify what components of the entire scope of work will be done in house and what components will be subcontracted.

4.1.3.4 Section IV: Work Plan/Schedule

4.1.3.4.1 The Vendor shall submit a work plan based upon 350 calendar days from Notice to Proceed to opening. The schedule should detail time periods required for shop drawings, mock ups, approvals, fabrication, installation, testing, and commissioning required for the turn key systems.

4.1.3.4.2 Based on the bid documents and the current project status, the Vendor should identify on the schedule high priority items, critical decision dates, and significant milestone dates.

4.1.3.4.3 The Vendor should provide information regarding their current workload and an assessment of their capability to add this project and still meet the Owner's schedule and quality expectations.

4.1.3.5 Section V: Oral Presentation/Interview

4.1.3.5.1 Qualified Vendors shall make an oral presentation to the Evaluation Committee at an agreed upon time. The presentation should not exceed one hour with an additional one-half hour allowed for questions and answers. Vendors must be available to make this presentation as soon as possible after being contacted by the Owner and no later than 14 calendar days from the time of notification.

4.1.3.5.2 The Vendor should be prepared to orally present the topics detailed in Sections I-IV above.

4.1.3.5.3 The Vendor must bring their designated point person. The Vendor should also bring the point person for any Subcontractor listed on the organizational chart in Section III.

4.1.3.6 Section VI: Cost

4.1.3.6.1 The Vendor shall submit the cost proposal in accordance with Section 4.5. The Total cost will be used in the formula detailed in Section 4.3 to determine the Vendor's score for that part of the evaluation criteria.

4.1.3.6.2 The Vendor shall acknowledge that each line item in Section 4.5 should include the appropriate proration (as determined by the Vendor) for overhead, profit, design, freight, travel, mock up/approvals, shop drawings, etc. necessary to provide a complete, all inclusive cost. The Vendor must provide pricing for each line item (no partial bids will be accepted) and no additional line items should be added to the format.

4.2 Evaluation Process

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the highest point score of all vendors shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

4.3 Evaluation Criteria

The following are the evaluation factors and maximum points possible for technical point scores:

Understanding of Project Objectives (Subsection 4.1.3.1)	20 points
Vendor Experience/Qualifications (Subsection 4.1.3.2)	10 points
Planned Management Staff (Subsection 4.1.3.3)	10 points
Work Plan/Schedule (Subsection 4.1.3.4)	20 points
Oral Presentation/Interview (Subsection 4.1.3.5)	10 points
Cost (Subsection 4.1.3.6)	30 points
TOTAL	100 points

Each cost proposal will be scored by use of the following formula for all vendors who attained the Minimum Acceptable Score (as detailed in Section 4.4):

Lowest price of all proposals / Price of proposal being evaluated X 30 = Price Score

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 4.1.3. The minimum qualifying score on the technical portion is 49 points. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserve the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

4.5. Cost Proposal Format/Bid Sheets

West Virginia State Museum RFP Bid Sheet

Scenic Components

Scenic Elements (UE)	\$ _____
Scenic Murals (P)	\$ _____
Scenic Flooring (FL)	\$ _____
Scenic Rockwork (RW)	\$ _____
Scenic Trees (TR)	\$ _____
Log Cabin (See subsection 3.2.1.6.1)	\$ 75,000.00
Subtotal Scenic Components	\$ _____

Graphics

Artifact Labels	\$ _____
Banners	\$ _____
GA	\$ _____
GB	\$ _____
GF	\$ _____
GH	\$ _____
GL	\$ _____
GM	\$ _____
GP	\$ _____
GR	\$ _____
GS	\$ _____
GU	\$ _____
TM	\$ _____
Subtotal Graphics	\$ _____

Casework

BD	\$ _____
CT	\$ _____
D	\$ _____
FH	\$ _____
FH1	\$ _____
FHB	\$ _____
FHD	\$ _____
FR	\$ _____
PB	\$ _____
SG	\$ _____
SW	\$ _____
SP	\$ _____
V	\$ _____

V1	\$ _____
V2	\$ _____
VT	\$ _____
W	\$ _____
W1	\$ _____

Subtotal Casework \$ _____

Artifact Mounts

Mounts \$ _____

Subtotal Artifact Mounts \$ _____

AV Systems

Audio Systems \$ _____

Video Systems \$ _____

Central Equipment \$ _____

Programming/Final Adjust \$ _____

Subtotal AV Systems \$ _____

Total Proposal Scenic, Graphics, Casework, Artifact Mounts, AV Systems

\$ _____

NOTE: Each line item above should include the appropriate proration (as determined by the vendor) for overhead, profit, design, freight, travel, mock up/approvals, shop drawings, etc. necessary to provide a complete, "all inclusive" cost. The bidder must provide pricing for each line item (no partial bids will be accepted) and no additional line items should be added to this format.

EXHIBIT A
SECTION 00 0110
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	B. 07 6200 - Sheet Metal Flashing and Trim	3
	C. 07 8400 – Firestopping	2
	D. 07 9005 - Joint Sealers	4
1.08	Division 08 -- Openings	
	A. 08 1113 - Hollow Metal Doors and Frames	4
	B. 08 1416 - Flush Wood Doors	4
	C. 08 3100 – Access Doors and Panels	2
	D. 08 3323 - Overhead Coiling Shutters	3
	E. 08 4313 – Aluminum Storefronts and Entrances	5
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	G. 08 7100 - Door Hardware	5
	H. 08 8000 – Glazing	6
1.09	Division 09 -- Finishes	
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	B. 09 3000 – Tiling	4
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	D. 09 6429 – ¾" Wood Plank Flooring	3

	E. 09 6430 – 3/8" Wood Flooring	2	
	F. 09 6500 - Resilient Flooring	2	
	G. 09 6800 – Carpeting	3	
	H. 09 7200 – Wall Coverings	3	
	I. 09 9000 - Painting and Coating	5	
1.3	Division 10 – Architectural Specialties		
	4 10 2226.33 – Operable Partitions	2	
	5 10 5100 – Benches and Shelving	3	
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	A. 14 4260 - Vertical Platform Lift	3	
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	- 21 0529 – Hangers and Supports for Fire Suppression Systems	3	
	- 21 1313 – Wet Pipe Sprinkler Systems		10
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1.6	Division 23 -- Heating, Ventilating, and Air-Conditioning (HVAC)		
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- 23 3343 - Flexible Connectors	2
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K. 26 0580 - Mechanical Equipment	3
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(Revised 9.04.07)

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23	Z07-DR12C	2
24	Z07-DR14	2
25	Z07-DR15	1
26	Z07-DR16	3
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28	Z07-DR18	1
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END OF SECTION

END OF EXHIBIT A

EXHIBIT B

Project Documents

Note also that this Request for Proposal includes the Project Manual entitled "*Proposed Interior Renovations for: West Virginia Museum of Culture and History*" (information detailed on the **PROJECT MANUAL TABLE OF CONTENTS** – See Exhibit A below) and all of the drawings detailed on the **DRAWING INDEX – Interior Renovation, Scenic Color, Graphics** located at the end of this document. Additionally, there are two (2) DVD's that are also part of the project documents. One DVD contains the *Visual Reference Package (VRP)* and the other DVD contains pictures of all the artifacts.

It is the vendors' responsibility to ensure that they have a complete set of project documents and that they have fully reviewed and understand **all** project documents prior to the **mandatory** Pre-Bid Meeting and before the completion of the attached bid sheets.

Locations for viewing or obtaining project documents are listed at the end of this Request for Proposal

Project Documents may be obtained at Bidder's expense from:

Charleston Blueprint
1203 Virginia Street, East
Charleston, WV 25301
304.343.1063

Or viewed at the following Plan Room locations:

Contractor's Association of WV
2114 Kanawha Blvd, East
Charleston, WV 25311
Phone: 304-342-1166
Fax: 304-342-1074

F.W. Dodge
Contact: Theresa Tolley
437 – 19th Street
Dunbar, WV 25064-2443
Phone: 304-766-6880
Fax: 304-727-6198

Construction Employers Association of NCWV
Contact: Sheila Morgan, Manager OR
Jared Grassius, Plan Room Technician
2611 Fairmont Avenue
Fairmont, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126

Parkersburg Marietta Construction
Employers Association
4424 B. Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622

END OF EXHIBIT B

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____