



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
DCH08124

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
04/16/2008				

BID OPENING DATE: **05/15/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR PROPOSAL						
THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY IS SOLICITING PROPOSALS TO PROVIDE EXHIBIT DESIGN, FABRICATION, AND INSTALLATION SERVICES FOR THE WEST VIRGINIA INDEPENDENCE HALL MUSEUM.						
ATTACHMENTS: SPECIFICATIONS PURCHASING AFFIDAVIT						
INQUIRIES:						
WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON WEDNESDAY, MAY 7, 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 INQUIRIES TO:						
SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SMURRAY@WVADMIN.GOV						
0001	1	EA		906-48		
HISTORICAL PRESERVATION DESIGN SERVICES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**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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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</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>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> <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 I 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)</p>						

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<p>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;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A 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</p>						

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<p>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 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>						

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<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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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 THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SM / FILE 31</p> <p>RFQ. NO.: DCH08124</p> <p>BID OPENING DATE: 05/15/2008</p> <p>BID OPENING TIME: 1:30 PM</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----						
***** THIS IS THE END OF RFQ DCH08124 ***** TOTAL:						_____

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REQUEST FOR PROPOSAL
Division of Culture and History
West Virginia Independence Hall
Civil War Battle Flag Exhibit Project
Requisition Number: DCH08124

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 Department of Education and the Arts, Culture and History Division, hereinafter referred to as "Agency", to provide exhibit design, fabrication, and installation services for the West Virginia Independence Hall Museum, hereinafter referred to as "WVIH". This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, 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 provision of Design, Fabrication, and Installation services for the exhibition and interpretation of conserved West Virginia Civil War Battle Flags to be located at WVIH in Wheeling, West Virginia.

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/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/contract.

1.6 **Oral Statements and Commitments:**

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions 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 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 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 date 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 State 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.

Submit:

One original technical and cost
plus 6 convenience copies to:

Shelly Murray
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: SM/File 31
Req#: DCH08124
Opening Date: 05/15/2008
Opening Time: 1:30 P. M.

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 State 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 State Code. A certificate of application is used to request this preference. Generally, 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 the RFP.....	04/18/2008
Vendor's Written Questions Submission Deadline.	05/07/2008
Addendum Issued	TBD
Bid Opening Date	05/15/2008

1.17 Mandatory Prebid Conference:

Not applicable

1.18 Affidavit:

West Virginia State 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 their 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, and/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; (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

(Federal, State or Local Government) regulations.

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:

Not applicable

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 upon mutual agreement of the parties 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 and/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 to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of Two Hundred Dollars (\$ 200.00) per day for failure to provide deliverables, meet mutually established milestones identified to keep the project on target, or failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to 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:

West Virginia Independence Hall is located at: 1528 Market Street, Wheeling West Virginia 26003

2.2 Background:

West Virginia Independence Hall is a museum facility located in the City of Wheeling and is listed in the National Register of Historic Places. The museum is the birthplace of the State of West Virginia, a National Historic Landmark, and one of the most historic structures in the state.

It is a pre-civil war stone structure consisting of a basement, three floors above ground level, and an attic space. The exhibit will be located on the second floor of the museum in two rooms with an approximate total of 1600 square feet. The room in which the flags will be displayed will be approximately 1,000 sq. ft.

In 2004 funding was obtained to conserve Civil War Battle Flags that were part of the West Virginia Division of Culture and History's Historical Collection. Following their conservation, the Agency decided to house the restored flags at WWIH.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The Successful Vendor will provide design, fabrication, and installation services including labor, material, equipment, supplies, and transportation in order to provide the deliverables as specified below.

The project shall consist of three phases; a concept design phase, a final design phase, and a fabrication and installation phase.

3.2 Scope of Work:

All project management, which includes: submittal preparation, on-site project superintendence and project management during the periods of installation on the project. To include In-shop and on-site installation of all exhibit components and as below:

1. All costs associated with shipping the products to site, receiving them, storing them as required, un-boxing or uncrating, inventorying, placing within rooms or spaces, installing and removing related debris and trash from the site.
2. Testing and training of the staff in exhibit system operation, maintenance, and any other actions that may be necessary to make the exhibits for the West Virginia Civil War Battle Flag Exhibit fully functional and reliable.
3. Provision of 1/8" non-glare acrylic for all graphic elements positioned within touching distance of visitors. This does not apply to wall murals, as they will have a protective luster finish.
4. The right of the Owner to produce all photographic images either as Kodak Lambda prints or HP5500 ink jet prints.
5. Warrantee all materials and workmanship for a period of one (1) year from the date of substantial completion; and agree to correct or have corrected, without cost to the Owner, any imperfect materials or equipment at any time during the period of the guarantee. All items contained in the final punch list and corrected or replaced after the approved date of substantial completion, shall extend the guarantee of those items, corrected or replaced, to correspond to one year after the item's correction or replacement.
6. The successful vendor shall be responsible for all related 120-volt AC power terminations and requirements for electrical lighting designed and installed by the Vendor; and shall manage the coordination of power requirements for Computer and AV equipment; including AV cabling systems, conduit, wireway, J hooks, junction boxes, floor boxes, and/or other low voltage systems and related conduit/wireway requirements.
7. The work of the vendor does not include modifications or upgrades for the HVAC system, mechanical system, plumbing system, or sprinkler system.
8. The vendor shall be responsible for patching, painting, and touch-up of existing architectural surfaces and finishes, damaged during installation.
9. The vendor shall be responsible for the purchase and testing of computer or AV equipment. And, must also include the proper fitting, handling and installation of equipment mounts and brackets.
10. The work of the vendor does not include:
 - a. Asphalt/concrete cutting, coring, and patching, removal, firestopping or replacement.

- b. Cutting, patching, painting, firestopping or finishing of surrounding architectural surfaces except as required for exhibit components installation. (Refer to #8 above)
 - c. The cutting, structural welding, or reinforcement of structural steel members required for support of exhibit components, if required for execution of the work.
 - d. The removal of existing exhibits.
 - e. The removal of existing ceilings and walls.
 - f. The removal of debris or any other elements resulting from d. and e. above.
11. For the purposes of clarity and quality control, American Institute of Architects (AIA) contract documents shall be used as a part of this RFP to administer the work.
12. At no additional charge, the Owner shall provide facility elevators, temporary water sources, temporary lighting sources, electricity, heat, air conditioning and toilets.

C. PROJECT METHODOLOGY

Design Development Process

The selected Vendor will employ the following or a similar approach in providing exhibit design and fabrication services for the West Virginia Independence Hall Museum, hereinafter referred to as "Museum".

To bring the vendor up to speed quickly and open an effective dialogue with the Museum, the Vendor shall conduct a design charrette as a starting meeting. This initial meeting shall include all representatives of the Museum who will have input with the exhibition and graphics program. The charrette gives everyone involved in the project the opportunity to establish initial relationships between the Vendor and the Owner and to clarify the Owner's expectations, to discuss the project's progress to date, to establish individual project goals, and to confirm communication procedures.

It will be the responsibility of the Museum representatives or any Museum retained consultants to make the selected Vendor as knowledgeable about the project as possible.

The Museum will provide information on the following elements, if available:

- Essential messages to be communicated to visitors
- Preliminary list of key or icon objects

The Vendor will assist the Museum in coordination of the content and selection of artifacts, memorabilia, and images for the exhibition spaces and areas; and will write and edit the final exhibit text.

PHASE I: CONCEPT DESIGN

Concept Design (Phase I)

Working within the mission and goals established by the development team and information gathered in the charrette, the Vendor will begin preparation of the Concept Design package. Its work will be carefully coordinated with the Museum's requirements and will consist of the following tasks:

1. Development of the interpretive plan, integrating potential specialty exhibit and presentation systems
2. Meeting with the Museum to coordinate architectural/exhibit issues
3. Meeting with the Museum to coordinate the integration of scripts and content into the exhibit design
4. Meeting with the Museum, to discuss preliminary media concepts for the presentation of information and story
5. Preparation of preliminary floor plans and elevations integrating exhibit systems
6. Preparation of preliminary graphic design concepts. Concepts illustrate the hierarchy of exhibit messages, typography, graphic style, colors, and preliminary finishes
7. Preparation of preliminary finish boards
8. Coordination with the preparation of preliminary project schedule
9. Coordination with the preparation of preliminary project budget
10. Presentation of the Vendor's materials to the Museum for review and approval to proceed into Design Development with comments

Concept Design (Phase I) Deliverables:

1. Preliminary plans and select elevations coordinated with architecture, storylines and media concepts
2. Working "white" scale model of exhibit galleries
3. Preliminary graphic elevations
4. Preliminary finish board
5. Content Notebooks with preliminary documentation of objects and images
6. Preliminary budget estimate (this is a mandatory deliverable; it does not require a response in the RFP).

END OF PHASE I

PHASE II- FINAL DESIGN

Final Design Development (Phase IIa)

Following approval of the Concept Design package, the Vendor will begin the development work required to fully illuminate and detail the concepts for the museum galleries established in the Concept Design phase. This work will include the following tasks:

1. Refine and detail the design concepts including the integration of the draft storylines and the audiovisual and multimedia concepts. Develop plans, elevations and sections to scale
2. Refine the graphic design concepts into a preliminary graphics specification package. This will include integration of photos, maps and documents acquired by the Museum, and selection of type styles, colors and finishes
3. Develop preliminary lighting design and electrical specifications
4. Coordinate all audiovisual hardware requirements with the Museum
5. Schedule regular working sessions with the Museum, and the consultants to keep everyone abreast of significant details
6. Review Design Development documents as they relate to applicable life safety, building code and ADA requirements
7. Present Design Development deliverables to the Museum for final approval

Writing and Editing (Phase II a)

Writing will include working with the exhibit's core team to develop key messages and educational goals, help define the overall visitors' experience as well as aid in developing an appropriate interpretative approach to the exhibit. Working with the designated subject area experts and the Vendor's researcher, the Vendor's writer will be responsible for producing the exhibit script including any scripting for multimedia components.

Work will include all writing and editing of text for all interpretive panels and labels. These would include panels that introduce the visitor to the overall theme of the exhibit, specific labels for each individual flag, and interpretive panels that will help to put the flags into a historical context that will illuminate for the visitor their function and symbolic importance to the men that carried them into battle.

Work will also include helping to develop the interpretive use of any multimedia components, including and audio, video or interactive media elements.

Research (Phase II a)

The overall objective of the Vendor's research is to work with its writer and other members of the exhibit development team to maximize visitor interest and involvement with complete, compelling and accurate information about the flags, units, soldiers and significant battles.

Work will include:

- Collecting, organizing and disseminating existing flag and regiment research available from the client and exhibit team
- Working closely with a Civil War flag expert selected by the Vendor for project to identify, obtain, organize and disseminate additional research; the Vendor must include the resume of the expert with its submission for approval by the museum.
- Identifying primary source material – letters, documents, eyewitness accounts, anecdotes, photographs, etc – relevant to the artifacts
- Researching the role of flags in society, the general role of Civil War flags, and the practical significance of flags during combat
- Identifying and presenting research to evoke the experience of the flag bearer during battle and supporting the idea of flags as representing “the soul of the troops”
- Identifying appropriate music or other audio content

Final Design Development (Phase II a) Deliverables:

1. Developed exhibit design documents including scaled plans, sections and elevations of each exhibit element
2. Preliminary memorabilia/artifact schedule; numbered and keyed to the exhibit design documents

3. Developed graphic design documents; numbered, keyed, and integrated into the exhibit design documents. These documents will include graphic panel styles and hierarchy, colors, typography samples, photos and photomurals, colors and finishes, preliminary photo crops and preliminary production specifications
4. Final audiovisual hardware schedule
5. Draft exhibit scripts
6. Line item cost estimate for fabrication, production and installation of exhibit (this is a mandatory deliverable; it does not require a response in the RFP).
7. Preliminary production schedule

Final Design/Documentation (Phase II b)

In this sub phase, all approved designs from Phase II a. are implemented into fabrication and production design control documents. As in other phases, the project schedule establishes a careful review structure to keep the documentation phase on schedule. This work shall include:

- 1) Preparation of a design control drawing package that includes the following:
 - a) Final scaled plans, elevations and sections of all exhibit elements
 - b) Exhibit fabrication details as required, keyed to the plans and elevations
 - c) Final artifact schedule, keyed to the design documentation
 - d) Final exhibit script, prepared by the scriptwriter
 - e) Audiovisual and media systems plans
 - f) Case schedules
 - g) Artifact mounting specifications
 - h) Finish plans
- 2) Finalization of the graphics standards package. The graphics package will be fully integrated and keyed back into the exhibit package. During this phase, the graphics will not contain production ready or camera-ready artwork but will contain control standards for the selected Vendor's graphic department to utilize. Reproduction and layout specifications will include the following:
 - a) All typography, i.e. text, labels, titles, etc.
 - b) All graphics, i.e. maps, charts, diagrams, illustrations, icons, etc.
 - c) All photography, i.e. photo crops, tints, screens, photomurals, etc.
 - d) Colors and finishes specifications
 - e) Final graphics schedule (database)
- 3) Production and coordination of final specifications for all exhibit materials, finishes, fabrication and installation standards, graphics materials and production standards, electrical specifications, lighting specifications and fixture schedules, audiovisual equipment specifications, lists and installation

standards and specifications for any specialty exhibits, such as sculptures, scenic settings, special flooring or special textures and finishes.

- 4) Final budgetary evaluation of the package to verify accuracy of cost estimates.
- 5) Presentation of a complete drawing and specifications package to the Museum for comments and approval.

Final Design/Documentation (Phase II b) Deliverables:

- 1) Full documentation and specifications package for exhibit fabrication
- 2) Full documentation and specifications for exhibit graphics
- 3) Full specifications for audiovisual presentation systems
- 4) Final database file with all objects, images and scripts
- 5) Finalized cost proposal (this is a mandatory deliverable; it does not require a response in the RFP).
- 6) Actual product submittals
- 7) Actual color and finish submittals

NOTE: Production of Camera-Ready Artwork

With comments from the graphic specification booklet, the selected Vendor will develop the exhibit graphics and will present final layouts to the Museum for review. The approved design will be developed and expanded with final color, current and actual images and typographic solutions for the exhibits graphics. All work will be prepared based on client response through the entire development phase that includes two reviews.

The Vendor will prepare final digital files for printing for the exhibit graphics. The artwork will be developed in an electronic format, QuarkXpress 4.0 or equal as determined by the museum and additional programs including Adobe Illustrator and Adobe Photoshop. Final layouts of all exhibit graphic panels at appropriate scale will be submitted to the Museum for final approval prior to production.

The Vendor will provide scans for position and cropping. Color proofs of the digital file will be provided by the Vendor with all specifications, and will follow the requirements and specifications related to printing techniques throughout the graphic production process.

END OF PHASE II

PHASE III: FABRICATION AND INSTALLATION

Exhibit Fabrication and Installation

During the Fabrication and implementation phase, the Vendor and the Museum will meet and establish a working schedule for submittal and review of shop drawings, materials samples and in-factory progress inspections. The Vendor will be responsible for coordinating, continued design efforts, any specialty consultants.

Throughout the Fabrication phase, the Vendor will report scheduled benchmarks to the Museum. Any issues arising in regard to design, fabrication or installation will be addressed and settled to the full satisfaction of the Museum and the project budget.

Upon commencement of site installation work, the Vendor's project management staff will oversee all work in progress. Update meetings will be held to coordinate requirements between the client group and the Museum. Information updates will be issued to the Museum documenting all field decisions. Vendor shall be responsible for taking and distributing meeting notes to all parties

At a defined point during installation, the Museum will make the first of a series of walkthroughs with the Vendor to sign-off on work to date and to identify any discrepancies in the work product. As the completion of the installation draws near, the site meetings will escalate to become a form of installation control system that organizes how all elements must come together. The many details during the finalization of installation will require frequent walkthroughs with a installation supervisor to maintain continuity in the process.

During these last weeks of installation, the Vendor will work together on the finalization of artifact mounting and placement, graphics installation and anything else required to complete the installation. The Vendor will also participate in the commissioning of audiovisual equipment and any other specialty hardware systems.

The Vendor will work with the Museum on the corrections of all punch-list items. A final walkthrough will be conducted to verify that the project is complete to the full satisfaction of the Museum.

With installation complete, the Vendor will prepare and submit systems manuals detailing any maintenance or upkeep issues required in the exhibit and warranties for audiovisual hardware where applicable.

END OF PHASE III

3.3 Special Terms and Conditions:

3.3.1 Bid and Performance Bonds:

Not applicable

3.3.2 *Insurance Requirements:* Commercial General Liability Insurance to include Automobile Liability Insurance at an aggregate total of \$1,000,000.00. Insurance certificates are required prior to contract award but are not required at the time of bid.

3.3.3 *License Requirements:*
Not applicable

3.3.4 *Litigation Bond:*
Not applicable

PART 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

The proposal should be formatted in the same order, providing the information listed below. **Be sure to present the information exactly per the format below and include page numbers.**

Title page - State the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

Section I - Understanding of the Scope of Work.

- Vendors should discuss their understanding of the overall project, list current projects with which the Vendor is engaged, and their workload scheduled through June 2008.

Section II – Vendor Experience

- The Vendor should demonstrate and provide evidence of a history in the Design, Fabrication, and Installation outstanding museum exhibits.
- The Vendor should provide references and other information pertaining to awards, honors or recognition that the Vendor has received regarding their performance in exhibit design, fabrication, and installation.
- The Vendor should demonstrate the ability to successfully complete museum projects of similar scope and scale and should demonstrate successful completion of at least five (5) projects for the last five (5) years,

by providing documentation to substantiate this. Documentation may include photographs with related description of square footage, bid cost, final installation/ construction cost, with scheduled opening date and actual opening date.

- The Vendor should demonstrate experience, through in-house capabilities and/or supervision of qualified sub-contractors (if applicable) in the following areas.
 - Historical Research.
 - Interpretive planning and exhibit storylines.
 - Multi-Media exhibit presentations.
 - Museum and Specialty Lighting system design and installation.
 - Interpretive exhibit design and fabrication; including special effects design and execution.
 - The handling and installation of museum artifacts.

If the Firm is using subcontractors the Firm should identify the subcontractor and the specialty of the sub-contractor.

- The Vendor should provide references with the names, addresses, and telephone numbers with the project scope, budget and final costs, scheduled opening date, and final completion date.
- The Vendor should provide evidence of its financial stability. General statements will not suffice; Dun and Bradstreet ratings or other, similar methods of reporting are regularly used by the State of West Virginia as evidence.
- The Vendor should demonstrate and document a proven track record of on-time and on-budget performance.

Section III – Quality of Staff Assigned to the Project

- Vendor should provide a brief resume of qualified staff.
- Vendor should provide the Firms structure through a staff organizational chart.
- Vendor should list the key personnel who will be assigned to this project.

Section IV – Project Work Plan

- The Vendor should provide a proposed work plan that demonstrates a

grasp of the overall project, with specific action steps that will guarantee the success of the design and fabrication of the Exhibit.

- The plan should include a projected time line of the work based on a substantial completion date of two hundred and fifty (250) calendar days from a notice to proceed.
- The Vendor is requested to propose points at which partial payments may be made as progress is accomplished.

Section VI – Cost

- Vendors should refer to “Exhibit – A” *Cost Proposal Sheet* attached to this RFP. Vendors must provide pricing as indicated.

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 final highest point score of all vendors (possible one-hundred 100 points maximum) 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:

A. Understanding the Scope of Work (Section I)	25 Points Possible
B. Vendor Experience, Proven Successful Track record (Section II)	30 Points Possible
C. Quality of Staff Assigned to the Project (Section III)	5 Points Possible
D. Project Work Plan (Section IV)	10 Points Possible
F. Cost (Section VI)	<u>30 Points Possible</u>
Total	100 Points Possible

Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible (if doing oral presentation may require it for technical criteria not including the oral, in order to avoid interviewing non-qualified vendors). The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. 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 low bidder. Cost is considered but is not the sole determining factor for award. The State does reserves 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. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

4.5. Cost Proposal Format/Bid Sheets

Refer to "Exhibit – A" **Cost Proposal Sheet**

END OF RFP

EXHIBIT "A"
Cost Proposal Sheet

Phase I – Concept Design

- Concept Design

Services to include initial exhibit concept, presentation goals, method of performance, description of team members, past experience and detailed cost estimate. \$ _____

Phase II – Final Design

- Design Development

Detailed design along with graphic design development. Deliverables to include, elevations, color selections, material samples, audio script outlines, interactive hardware outlines, interactive script outlines, final budget confirmation. \$ _____

- Final Design/Documentation

Final detailed documentation. Deliverables to include detailed design documents, final color selections, final scripts and photo selection, final audio scripting. \$ _____

- Graphic Design

Art production for graphic all graphic layouts. Deliverables to include final color layouts for all graphic panels and labels. \$ _____

- Photo Acquisition

Cost that might be associated as usage rights to reproduce and images. \$ _____

- General Research

Researching the role of flags in society, the general role of Civil War flags, and the practical significance of flags during combat. \$ _____

- Historic Consultant

Time and effort provided by firm's consultant; submit Consultant's name and vitae with a focus on relevant similar projects.

\$ _____

- Text Writing and Editing

Work will include all writing and editing of text for all interpretive panels and labels. Scripting outlines and general graphic planning.

\$ _____

- AV Media Design Development

Design of computer interactive development. Deliverables to include detailed script outline, color screen shots and sample interactive disk.

\$ _____

- Audio/Visual Hardware System Design

System and Hardware Specifications, power requirements and layout, wireway requirements and layout, heat loads, installation physical requirements, parts list, system wiring diagrams and maintenance manuals.

\$ _____

Phase III – Fabrication and Installation

- Engineering and Construction Drawing

Detailed documentation of all exhibit elements and graphic production methods

\$ _____

- Exhibit Fabrication Small Gallery

Fabrication to include exhibit structures, backwalls, stone walls, flag structures and supports and introduction panels.

\$ _____

- Graphic Production Small Gallery

Production to include exhibit graphics, murals and labels

\$ _____

- AV Software Small Gallery

Production of software programming for three computers. Estimate interactives.
(**NOTE:** Development subject to budget constraints to be re-estimated during the Phase II to verify budget elements).

\$ _____

- AV Hardware Small Gallery

Four interactive stations each with 19" touch screen monitors, computer server, local kiosk stereo audio, wiring, parts and misc hardware.

\$ _____

- Exhibit Fabrication Large Gallery

Fabrication to include exhibit structures, backwalls, graphic panel supports, kiosks, modifications to existing casework and introduction panels.

\$ _____

- Graphic Production Large Gallery

Production to include exhibit graphics, murals and labels.

\$ _____

- AV Audio Large Gallery

Production of Audio for overhead sounds and music, and narrative development and production for sound sticks.

\$ _____

- AV Hardware Large Gallery

Four interactive sound sticks.

\$ _____

- Contents Booklets for Vision/Hearing Impaired

\$ _____

- Shipping, deliver and labor to install

\$ _____

- On site, AV System Commissioning

\$ _____

- AV Installation, Labor, Rack load wire

\$ _____

- Fabrication Project Management \$ _____
- As-built documentation, Engineering \$ _____
- Training, Programming, Maintenance training \$ _____

Exhibit Lighting

- Allowance for new lighting and installation. \$ _____

Sub Total Cost, All Three Phases \$ _____

- Electrical updates or modifications required to address new lighting and/or power loads for all specified equipment. **(Add Alternate: Acceptance solely at the discretion of Owner)** \$ _____

Total Project Cost (Including Add Alternate): \$ _____

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 exceed 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: _____