



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
 GSD106410

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/16/2010				

BID OPENING DATE: 06/29/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF GSD106410 AND						
2.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST						
EOI OPENING DATE REMAINS: 06/29/2010						
EOI OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		961-04		
PAINTING OF MURALS FOR MAIN CAPITOL						
***** THIS IS THE END OF RFQ GSD106410 ***** TOTAL:						

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 PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.

EXPRESSION OF INTEREST #GSD106410

**West Virginia State Capitol
Mural Design, Painting and Installation
1900 Kanawha Boulevard, East
Charleston, WV**

Addendum #1

Technical Questions & Answers

Question#1: It appears that the RFQ (sic) calls for project team leaders' resumes in both Section C (Firm/Team Qualifications) and Section G (Capacity to Complete Work). Please confirm whether or not you want them in both, or just one section.

Answer#1: Section C, the Firm/Team Qualifications Section was meant to provide information to demonstrate the qualifications of the Lead Team, their staff, artistic abilities, etc. Section G, the Capacity to Complete the Work Section was meant to provide more of a work plan for the overall team. This would be composed of the Lead Team, secondary team firms, consultants or subcontractors who would be working individual components of the project. This section would provide their resumes and how they fit into the overall structure of the project. The resumes, then, may differ between sections, but should be included in both (even if only by reference to the prior or latter section) if they are to be evaluated for both sections. The three (3) references required by Section 4.2.4 to demonstrate design and artistic capability may be any three of the firm's choosing. The five (5) references requested by Section 4.2.5 shall be the last five projects of similar size and type.

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: **GSD106410**

Date: **06/03/2010 @ 10:00 am**

Murals

Project Description:

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV State Purchasing Division
Firm Address:	2019 Washington Street, East Charleston, WV 25305
Representative Attending:	Krista S. Ferrell, Buyer Supervisor-File 21
Phone Number:	304-558-2596
Fax Number:	304-558-4115
Email Address:	krista.s.ferrell@wv.gov

Firm Name:	GSD
Firm Address:	
Representative Attending:	DANIO OLIVERO
Phone Number:	DRESFOR
Fax Number:	
Email Address:	

Firm Name:	MURALISMO
Firm Address:	122 W. 26th St. Suite 1003 NY, NY 10001
Representative Attending:	TOM HOOPER SEAMAN
Phone Number:	646-283-7942
Fax Number:	212-222-5979
Email Address:	TOMHOOPER@MURALISMO.COM

Firm Name:	TOM AUGUSTA STUDIOS
Firm Address:	P.O. BOX 113 KIMBALL WV 24853
Representative Attending:	TOM AUGUSTA
Phone Number:	304-585-7706
Fax Number:	
Email Address:	TOM.AUGUSTA@ARTS6AUGER.COM

Firm Name:	EVERGREEN ARCHITECTURAL ARTS
Firm Address:	450 W 31st 7th Floor New York New York 10001
Representative Attending:	JEFF GREENE
Phone Number:	212-244-2800
Fax Number:	212-244-6204
Email Address:	JGREENE@EVERGREEN.COM

Firm Name:	MANCHESS FINE ART, LTD.
Firm Address:	15224 SWFEAL BLVD. #D BEAVERTON, OR 97007
Representative Attending:	GREGORY MANCHESS cell
Phone Number:	503-590-5447 / 503-784-7852
Fax Number:	
Email Address:	manchess@mac.com

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Firm Name:	<u>JOHN CANNING STUDIOS</u>
Firm Address:	<u>150 COMMERCE CT. CHESHIRE CT 06410</u>
Representative Attending:	<u>JOHN CANNING</u>
Phone Number:	<u>203 272 9868</u>
Fax Number:	<u>203 272 9879</u>
Email Address:	<u>JOHNCANNING@CANNING-STUDIOS.COM</u>

Firm Name:	<u>Conrad Schmitt Studios Inc</u>
Firm Address:	<u>2405 S. 162nd St. New Berlin WI 53151</u>
Representative Attending:	<u>HOWARD W. HAAS</u>
Phone Number:	<u>262-786-3030</u>
Fax Number:	<u>262-786-9036</u>
Email Address:	<u>HOWARD@CONRADSCHMITT.COM</u>

Firm Name:	<u>PIOTR NR JOHN CANNING</u>
Firm Address:	<u>150 COMMERCE CT CHESHIRE CT 06410</u>
Representative Attending:	<u>PIOTR WIEKIJOWSKI</u>
Phone Number:	<u>203 272 9868</u>
Fax Number:	<u>203 272 9879</u>
Email Address:	<u>PIOTR.WIEKIJOWSKI@CANNING-STUDIOS.COM</u>

Firm Name:	<u>Bob Lepatich - GSD</u>
Firm Address:	<u>Procurement Office</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>MILLS GROUP, LLC</u>
Firm Address:	<u>206 HIGH STREET MORGANTOWN, WV 26505</u>
Representative Attending:	<u>MICHAEL MILLS, AIA</u>
Phone Number:	<u>304-296-1010</u>
Fax Number:	<u>304-413-0120</u>
Email Address:	<u>MMILLS@MILLSGROUP.BIZ</u>

Firm Name:	<u>Bob Krause - GSD</u>
Firm Address:	<u>Architect</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	