



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
AGR0748

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE 304-558-0492

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/08/2007				

BID OPENING DATE: 03/14/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
TO DELETE ALTERNATE BID FROM THE REQUISITION. ALL BIDS MUST BE IN ACCORDANCE WITH THE BASE BID.						
0001	1	LS		968-32		
				DEMOLITION		
***** THIS IS THE END OF RFQ AGR0748 ***** 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
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

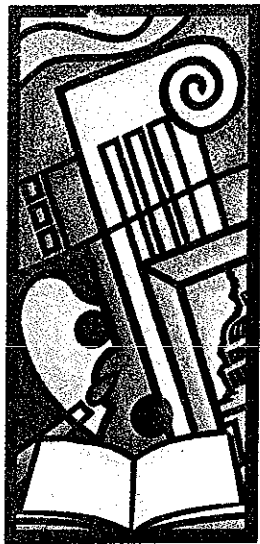
1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor 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 is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §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



WEST VIRGINIA
DIVISION OF
CULTURE & HISTORY

The Cultural Center
1900 Kanawha Blvd , E
Charleston, WV
25305-0300

Phone 304 558.0220
Fax 304 558.2779
TDD 304 558 3562
www wvculture.org

EEO/AA Employer

March 2, 2007

Mr Steve Hannah
Deputy Commissioner
Department of Agriculture
State Capitol
1900 Kanawha Blvd , E.
Charleston, WV 25305

RE: Demolition of Hopemont State Farm
FR#: 07-359-PR-1

Dear Mr Hannah:

We have reviewed the above referenced project to determine its effects to cultural resources. The following comments are offered under West Virginia Code 29-1-8.

Thank you for the opportunity to discuss this project and the Section 106 process with you and your staff on February 20, 2007 and for your quick response to the information requested. As we discussed in our meeting it is necessary under State law to contact our office to determine if the existing structures within a project area are eligible for inclusion in the National Register of Historic Places. For this project our records indicated these structures are contributing elements within the Hopemont State Farm Historic District which is eligible for inclusion in the National Register of Historic Places. As agreed upon in our meeting you have completed a Memorandum of Agreement (MOA) and have included the additional photographs as requested in Stipulation 1. We concur with the MOA and consider it sufficient mitigation for this project. Therefore, it is our opinion there will be no Adverse Effects to architectural resources eligible for or listed in the National Register of Historic Places. Please return a fully executed copy of the MOA and a set of negatives or a digital copy of the photographs of the structures for our records. No further consultation is necessary for this project.

We do request that our office be notified of any future projects that have the potential to impact historic resources. This will commence the review process according to West Virginia Code 29-1-8.

We appreciate the opportunity to be of service. *If you have questions regarding our comments on the Section 106 process, please contact Ginger Williford, Structural Historian, in the Historic Preservation Office at (304) 558-0240.*

Sincerely,

Susan M. Pierce
Deputy State Historic Preservation Officer

SMP/GW

enclosure

RECEIVED
2007 MAR -8 A 11: 21
HISTORIC PRESERVATION DIVISION
STATE OF WV

**MEMORANDUM OF AGREEMENT
PURSUANT TO 82 CSR 2**

in particular §82-2-5: State Review Process as stipulated in W. VA Code §29-1-8

Whereas, the West Virginia
Department of Agriculture (WVDA) has determined that the
(name of agency sponsor)

Demolition/Hopemont Farm will have an adverse effect upon the
(name of the project)

Hopemont State Farm Historic District - Route 7 which is/are considered eligible
(name of historic property/address) Terra Alta, WV

to be listed in the National Register of Historic Places, and has consulted with the West Virginia State Historic Preservation Officer (WVSHPO) pursuant to 82 CSR 2, in particular 82-2-5: State Review Process, regulations implementing W. Va. Code 29-1-8; and

Whereas, the WVDA have participated in the consultation
(name of agency applicant)
regarding this project,

Now, therefore, the WVDA and the WVSHPO agree that the undertaking
(agency sponsor)
will be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The WVDA will insure that the following measures are carried
(sponsor)
out regarding the alteration of:

Hopemont State Farm

(name of property/address)

1. Prior to alteration, the WVDA shall ensure that
(agency sponsor)

Hopemont State Farm

(street address)

are documented under the supervision of the WVSHPO. and according to the following

standards: A series of black and white photographs will be taken of all exterior facades that are to be altered or interior spaces that are to be changed in any way. The use of a 35mm camera is acceptable. Photo paper should be **archival** and should be black and white processed only.

Please do not use Fuji Crystal Archive paper as this has not been identified as a true

archival paper, nor should the photos be color processed. Negatives will be included in the documentation package submitted to the WVSHPO

2 Future activity on this site shall be compatible with the historic and architectural characteristics of the historic property at Hopemont State Farm
Route 7, Terra Alta, WV
(address)
and will be responsive to the recommended approaches for maintaining the historic character of the building as discussed in the Secretary of the Interior's Standards for Rehabilitation.

3. Should the SHPO object in writing to the documents submitted for review, the WVDA
(agency sponsor) will consult with the SHPO to resolve the dispute. If the WVDA
(agency sponsor) determines that the objection cannot be resolved, they will seek the recommendations of the Archives and History Commission with reference only to the subject of the dispute; all other stipulations shall remain in full effect.

4. Should the participants wish to alter any portion of this agreement at a future date all parties shall be given an opportunity to comment.

Execution of this Memorandum of Agreement evidences that the WVDA
(agency sponsor) has taken into account the effects of the undertaking on historic properties.

Susan M. Pierce
West Virginia State Historic Preservation Office

3/5/07
Date

WVDA/Steve Hannah, Deputy Commissioner
State Agency/Sponsor

February 22, 2007
Date

Concur:

Steve Hannah
Agency Applicant

3-7-07
Date