



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
DNR210086

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES  
 CACAPON RESORT STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 818 CACAPON LODGE DRIVE  
 BERKELEY SPRINGS, WV  
 25411 . 304-258-1022

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/03/2009				

BID OPENING DATE: 12/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE THE ATTACHED REVISED SPECIFICATIONS FOR SECTION 273001 "VOICE-OVER-IP TELEPHONE SYSTEM.						
2.) CHANGE BID OPENING DATE AND TIME TO: 12/10/09 AT 1:30 PM						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR210086 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

DIVISION OF NATURAL RESOURCES  
CACAPON RESORT STATE PARK  
818 CACAPON LODGE DRIVE  
BERKLEY SPRINGS, WV 25411

RFQ NO. DNR210086

**ADDENDUM # 2**

December 3, 2009

TO ALL BIDDERS

The Contents of this Addendum alter and amend the original drawings and specifications and take precedence over the related items therein. Receipt of this Addendum must be acknowledged on the Bid Form. Division numbers are listed for convenience only, all bidders are responsible to determine if Addendum items affect their scope of work.

SPECIFICATIONS

1. Section 273001 Voice-Over-IP Telephone System or equal.
  - A. Replace 2.02 Voice Over IP Telephone System Material List Paragraph B, with the followings:
  - B. The Contractor shall provide the Data Network LAN Hardware as detailed in the Table Below:
    - a. Provide and install **One(1)** OS6400-U24 Gigabit Ethernet chassis in a 1U form factor with 22 100/1000 Base-X SFP ports, 2 combo ports configurable to be 10/100/1000 Base T or 100/1000 Base-X and two dedicated stacking ports. Combo ports support either copper or fiber can be used on a one for one basis, or equal.
    - b. Provide and Install **One (1)** OS-LS-6248P Chassis. Fast Ethernet L2+ stackable fixed configuration chassis in a 1U form factor consisting of 48 ports 10/100 RJ-45 ports with Power over Ethernet, two 10/100/1000 RJ-45 ports and two combo ports. Combo ports consist of two additional 10/100/1000 RJ-45 and two mini-GBIC ports. MiniGBIC ports support Gigabit or Fast Ethernet MiniGBIC (SFP) optical transceivers, or equal.
    - c. Provide and install **Twenty-two (22)** 100Base-FX SFP transceiver with an LC type interface part #SFP-100-LC-SM15. This transceiver is designed for use over single mode fiber optic cable up to 15KM, or equal.
    - d. Provide and install **Eleven (11)** OS-LS-6212P Chassis. Fast Ethernet L2+ stackable fixed configuration chassis in a 1U form factor consisting of 12 ports 10/100 RJ-45 ports with Power over Ethernet, two 10/100/1000 RJ-45 ports and two combo ports. Combo ports consist of two additional 10/100/1000 RJ-45 and two mini-GBIC ports, or equal.
    - e. Provide and install **Eleven (11)** Base/wall mounting kit for OS-LS-6200 models, or equal.
    - f. Provide and install **Twenty-two (22)** Fiber Jumper LC/LC 1 meter Single Mode, or equal.

**DRAWINGS**

a. None

**NOTE**

The inclusion of this Addendum shall be noted in the appropriate place and on the appropriate Page of the Proposal and Agreement; signature of the Bidder shall indicate full acceptance of the provisions herein. All other provisions of these Specifications, Drawings, and Contract Documents shall remain unchanged and in full effect.

This Addendum shall be attached to and become part of the Specifications for the new Scopes of work.

Attachments: None.

**END OF ADDENDUM #2**