



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 537007

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 1400

Vendor ID: VS0000011858

SO Doc ID: AGR1900000006

Legal Name: NATIONAL DATA SERVICES OF CHICAGO INC

Published Date: 1/18/19

Alias/DBA:

Close Date: 1/29/19

Total Bid: \$0.00

Close Time: 13:30

Response Date: 01/23/2019

Status: Closed

Response Time: 16:39

Solicitation Description: Addendum No. 1 Market Bulletin Printing

Total of Header Attachments: 5

Apply Default Values to Commodity Lines

View Procurement Folder



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 537007  
**Solicitation Description :** Addendum No. 1    Market Bulletin Printing  
**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-01-29 13:30:00	SR      1400 ESR01231900000003406	1

<b>VENDOR</b>
VS0000011858 NATIONAL DATA SERVICES OF CHICAGO INC

**Solicitation Number:** CRFQ 1400    AGR1900000006

**Total Bid :**    \$0.00                      **Response Date:**    2019-01-23                      **Response Time:**    16:39:24

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	52,000 Market Bulletins 8 pages	0.00000	EA	\$0.175950	\$0.00

Comm Code	Manufacturer	Specification	Model #
82121500			

<b>Extended Description :</b>	52,000 Market Bulletins 8 pages
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**Comments:** 8 page bulletin with 8 pages of full color printing.


Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	52,000 Market Bulletins 12 pages	0.00000	EA	\$0.219850	\$0.00

Comm Code	Manufacturer	Specification	Model #
82121500			

<b>Extended Description :</b>	52,000 Market Bulletins 12 pages
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**Comments:** 12 page bulletin with 8 pages of full color printing.

Exhibit A  
CRFQ AGR1900000006

Market Buletin Printing				
PRICING PAGE				
Item No.	Description	Estimated Quantity	Price per Issue	Extended Amount
3.1.1	8 pages w/ 8 pages of full color for printing of Market Bulletin	52,000	0.17595	\$9,149.40
3.1.1	12 pages w/ 8 pages of full color for printing of Market Bulletin	52,000	0.21985	\$11,432.20
<b>Total</b>				<b>\$20,581.60</b>
<b>Vendor</b>				
<b>Name/Rep:</b> Diamond Communication Solutions - David Moore				
<b>Address:</b> 900 Kimberly Drive Carol Stream, IL 60188-1859				
<b>Phone:</b> (614)436-1099				
<b>Email Address:</b> dmoore@dmsolutions.com				
<b>Signature:</b> 				

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Diamond Communications Solutions  
Company

W. Moore  
Authorized Signature

01/23/2019  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION  
Market Bulletin

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7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: David Moore  
Telephone Number: (614) 436-1099  
Fax Number: N/A  
Email Address: DMOORE@DM SOLUTIONS.COM

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

David Moore, Vice President Sales  
(Name, Title)

David Moore, Vice President Sales  
(Printed Name and Title)

900 Kimberly Drive Carol Stream, IL 60826  
(Address)

(614) 436-1099  
(Phone Number) / (Fax Number)

dmoore@dmsolutions.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Demand Communication Solutions  
(Company)

David Moore  
(Authorized Signature) (Representative Name, Title)

David Moore, Vice President Sales  
(Printed Name and Title of Authorized Representative)

01/23/2019  
(Date)

(614) 436-1099  
(Phone Number) (Fax Number)



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Diamond Communication Solutions

Authorized Signature: [Signature] Date: 12/13/2018

State of Illinois

County of Kane, to-wit:

Taken, subscribed, and sworn to before me this 13 day of December, 2018

My Commission expires January 13, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)