



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
PRI10545

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

RFQ COPY

Brooks Printing Service and Equipment, Inc.
 514 Business Park Drive
 Dallas, NC 28034

SHIP TO

WV PRISON INDUSTRIES
 NORTHERN REGIONAL JAIL AND
 CORRECTIONAL FACILITY
 12TH ST. & GRAVE CREEK ROAD
 MOUNDSVILLE, WV
 26041 304-843-4079

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/04/2011				

BID OPENING DATE: 06/09/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	EA		700-56	\$174,000	\$174,000
OFFSET PRINTING MACHINES INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 05/20/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT						

RECEIVED
 2011 JUN -8 P 12:29
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
FILE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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>						

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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26041 304-843-4079

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/04/2011				

BID OPENING DATE: **06/09/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER: ----- TL/32 -----						
RFQ. NO.: ----- PRI10545 -----						
BID OPENING DATE: ----- 06/09/2011 -----						
BID OPENING TIME: ----- 1:30 PM -----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 704 923 0415 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- JOSEPH D. BROOKS -----						
***** THIS IS THE END OF RFQ PRI10545 ***** TOTAL:						<u>\$174,000</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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PRI10545

HEIDELBERG GTO 52-4 COLOR, 2002, 36.4 (approx) million impressions, serial number 719803

The following machine is currently in good running condition and will be **reconditioned*** upon the agreed purchase.

reconditioned* is defined as the following: To include but not limited to replacing :

- Cleaned
- New Chains
- New Gripper fingers
- New (soft) Ink/Water rollers
- Any replacement parts needed to be considered "excellent running condition"

This machine includes DDS Dampening System

This machine is complete with all required electrical components

This machine does not include an independent CPC 1.02 console

This machine includes the following features:

- Powder spray unit
- Royce Water Recirculator & Chiller unit
- Plate punch

This machine DOES NOT include the following features:

- IR Dryer
- Perfecting

This machine is and will be complete and ready to produce at factory specifications as required by the bid instructions

Bid Price of **\$174,000** includes the following:

- Delivery
- Installation/Set-up
- Two-8 hour training sessions on Standard Press Operations and Operator Maintenance.
- All inclusive 90-day parts and labor warranty

Brooks Printing Service & Equipment agrees to following as required by the bid instructions:

- Supply all electrical specifications prior to delivery and installation
- Deliver and Install machine 30 days from the receipt of purchase order

"We Sell & Service New and Used Equipment"

514 BUSINESS PARK DRIVE • DALLAS, NORTH CAROLINA • 28034
TEL 704 923 0414 • FAX 704 923 0415 • CELL 704 860 2877 • EMAIL BPSEINC@AOL.COM



PRI10545

This machine is located at the following and available for an on-site inspection:

**WORLD PRINTERS DEPOT
4472 NW 74 AVENUE
MIAMI, FLORIDA 33166**

Machine Specifications:

Speed: 3000 - 8000 SPH

Printing stock

Min. sheet size 105 mm × 180 mm

(4.13 in × 7.09 in)

Max. sheet size 360 mm × 520 mm

(14.17 in × 20.47 in)

Max. print format 340 mm × 505 mm

(13.39 in × 19.88 in)

Thickness 0.03 mm – 0.4 mm

(0.0012 in – 0.016 in)

Floor Layout:

Number of printing units 4

Length 4.12 m (162.20 in)

Width 1.77 m (69.69 in)

Gripper margin 8 mm – 10 mm

(0.31 in – 0.39 in)

Plates

Length × width 400 mm × 510 mm

(15.75 in × 20.08 in)

Thickness Up to 0.15 mm

(0.0059 in)

Pile heights (including pile carriage)

Feeder 400 mm (15.75 in)

Delivery 493 mm (19.41 in)

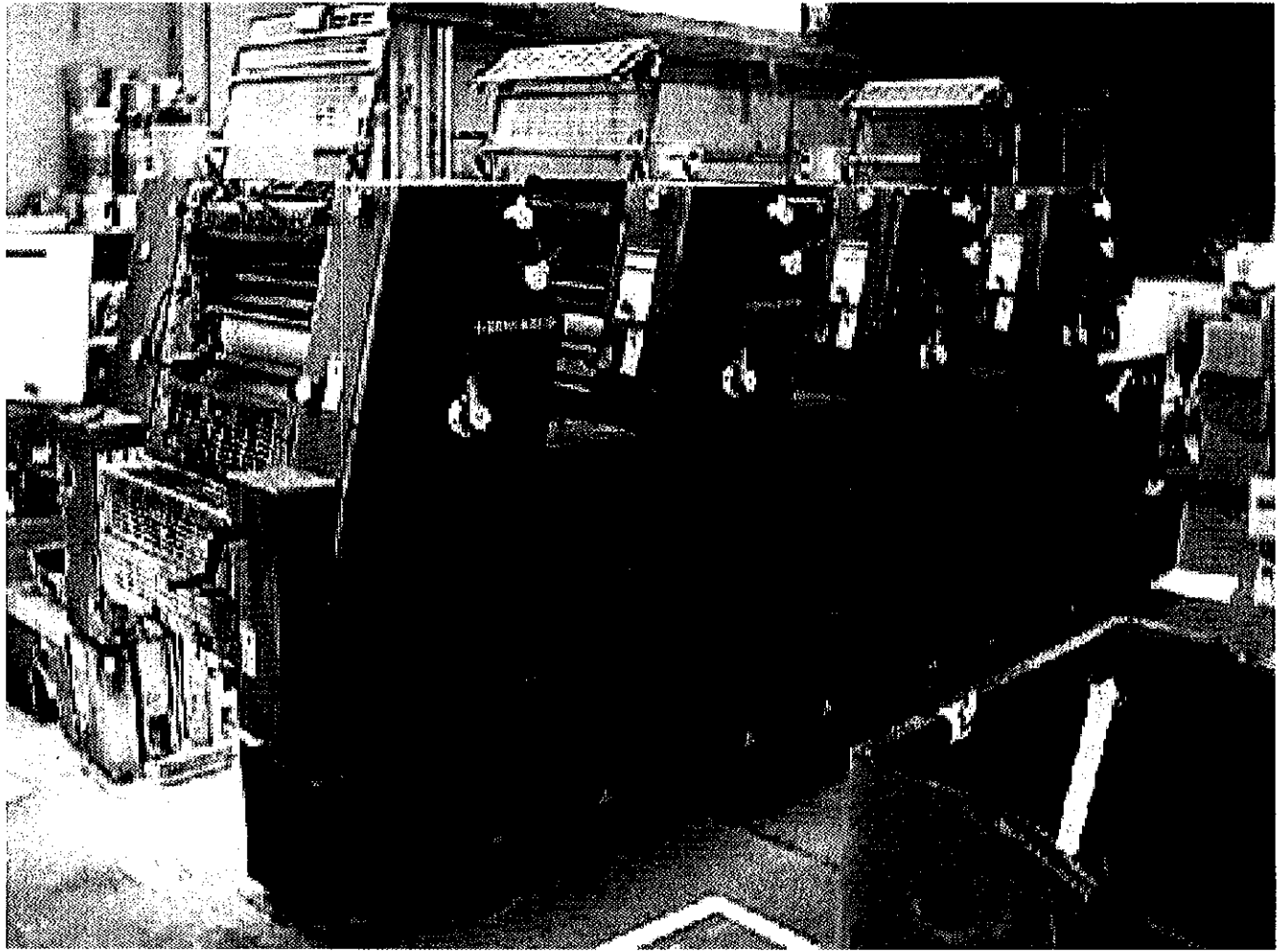
Height 1.58 m (62.20 in)

Weight 5270 kg (11618.361 lb)

"We Sell & Service New and Used Equipment"

514 BUSINESS PARK DRIVE · DALLAS, NORTH CAROLINA · 28034
TEL 704 923 0414 · FAX 704 923 0415 · CELL 704 860 2877 · EMAIL BPSEINC@AOL.COM





Made in Germany

ATTENTION
German and foreign patents

Essential parts, devices and operations of all Hagelin
printing machines are covered by patents in many
countries of the world. We warn against copying and
action will be taken against any violator.

GTO 52

Model

Serial No.

4871215-10

PR110545				
Bid Form				
Item #	Description	Quantity	Unit Price	Extended Price
1	Year 1994 or Newer Heidelberg GTO 52, or equal (Quote shall include FOB Destination, Installation/set-up, 1 day/8 hour training session on Press operation training and Operator maintenance training, all inclusive 90-day parts/labor warranty)	1	\$ 174,000	\$ 174,000
			Grand Total:	174,000

Failure to use this information may result in disqualification.

Bidder/Vendor Information:

Name: BROOKS PRINTING SERVICE & EQUIPMENT

Address: 514 BUSINESS PARK DR.

DALLAS NC 28034

Phone No.: 704.923.0414

Fax No.: 704.923.0415

Location of the press:

Name: WORLD PRINTERS DEPOT

Address: 4472 NW 74 AVE.

MIAMI FL 33166

Phone No.: 305.282.5355

ATTACHMENT
P.O.# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Joseph O. [Signature] 5/17/2011
Signature Date

VICE PRESIDENT
Title

BROOKS PRINTING, SVC & EQUIP.
Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: BROOKS PRINTING, SEC. EQUIP

Signed: [Signature]

Title: VIC PRESIDENT

Date: 6-7-2011

RFQ No. _____

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 exceeds 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: BROOKS PRINTING SERVICE & EQUIPMENT

Authorized Signature: [Signature] Date: 6/7/11

State of North Carolina

County of Gaston, to-wit:

Taken, subscribed, and sworn to before me this 7th day of June, 2011.

My Commission expires May 5, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Amanda M Benfield

My Commission Expires May 5, 2016

