



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

Solicitation

NUMBER
DPS1338

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**B & B MICROSCOPES, LTD**  
 490 Lowries Run Road  
 Pittsburg, PA 15237

SHIP TO

WEST VIRGINIA STATE POLICE  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED
05/16/2013

BID OPENING DATE:

06/11/2013

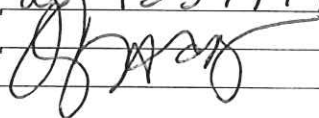
BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	4	EA		655-39	\$ 6645.75	\$ 26,583. <sup>00</sup>
MICROSCOPE CAMERA WITH SOFTWARE  THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS FOR FOUR (4) MICROSCOPE CAMERAS WITH SOFTWARE FOR THE WEST VIRGINIA STATE POLICE, PER THE ATTACHED SPECIFICATIONS.  ATTACHMENTS INCLUDE: 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. DPS1338 SPECIFICATIONS 4. WV96A AGREEMENT FORM 5. CERTIFICATION AND SIGNATURE PAGE 6. PURCHASING AFFIDAVIT 7. RESIDENT VENDOR PREFERENCE FORM  ***** THIS IS THE END OF RFQ ***** TOTAL: \$ 26,583. <sup>00</sup>  Please see computer requirements detailed on attached quote - Camera						

06/10/13 09:21:59 AM  
 West Virginia Purchasing Division

SIGNATURE	TELEPHONE	DATE
	726357575	6/7/13
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
OFF Mgr		

## DPS 1338-Pricing Page

<b>DPS 1338</b>		<b>BID OPENING:</b> 6/11/13 1:30 pm		
Item #	Description	Quantity	Unit Price	Extended Price
3.1.1	Microscope Cameras, Olympus DP26 Or Equal with software	4	\$ 6645.75	\$ 26583. <sup>00</sup>
<b>Failure to use this form may result in disqualification.</b>			<b>Total Cost:</b>	<b>\$ 26583.<sup>00</sup></b>
<b>Bidder / Vendor Information:</b>				
Name: <u>B: B Microscopes Ltd</u>				
Address: <u>490 Lowries Run Rd</u>				
<u>Pittsburgh PA 15237</u>				
Phone and Fax#: <u>800-433 1749</u>				
Signature: 				
<b>Contact Coordinator Information:</b>				
Name: <u>Dennis MADDEN</u>				
Address: <u>490 Lowries Run Rd</u>				
<u>Pitt PA 15237</u>				
Phone #: <u>800-433 1749 ext 185</u>				
Email Address: <u>Dennis.madden@BBMicro.com</u>				

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 exceed 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 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: B-B Microscopes Ltd.

Authorized Signature: [Signature] Date: 6/7/13

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 7<sup>th</sup> day of June, 2013.

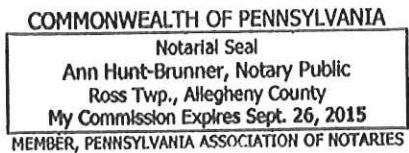
My Commission expires September 26, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

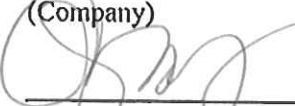
Purchasing Affidavit (Revised 07/01/2012)



**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

B: B Microscopes, Ltd  
(Company)

  
(Authorized Signature)

Ann HUNT-BRUNNER / Officr  
(Representative Name, Title)

4126357575      8777681984  
(Phone Number)                      (Fax Number)

JUNE 7, 2013  
(Date)

AGREEMENT ADDENDUM FOR SOFTWARE

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 provision 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. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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 in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. 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. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
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: B. B. Microscopes, Ltd

Signed: [Signature]

Title: Officer

Date: 4/7/13

ATTACHMENT  
PURCHASE ORDER NO. RFQ DSP-1338

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

Agreed  
[Signature] 6/7/13  
Signature Date  
[Signature]  
Title  
B. B. Microscopes  
Company Name

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Agency/Division

490 Lowries Run Road  
Pittsburgh, PA 15237

Phone: 800-433-1749

Fax: 877-768-1984

**Quote No: 2013-SS1-504 - 2**

6/7/2013

Tara Lyle  
State of West Virginia  
Dept of Administration - Purchasing Division  
2019 Washington Street East  
P.O. Box 50130  
Charleston, WV 25305-0130

**Sales Rep:** Sales Support-1

**Phone:** (800) 433-1749 Ext. 137

**Email:**

*Email all Purchase Orders to  
Orders@BBMicro.com*

**Phone:** (304) 558-2544

**Fax:**

**E-Mail:**

Catalog No.	Product Description	Qty	Price	Extension
1	7-DP26-STD DP26-CU, 5MP DIGITAL COLOR CAMERA, DP21-DKT, 1394A CARD	4	\$5,887.00	\$23,548.00
			9.73515% Discount: -\$2,292.43	<b>\$21,255.57</b>
2	CS-ST CELLSENS STANDARD IMAGING SOFTWARE	4	\$1,437.00	\$5,748.00
			9.73515% Discount: -\$559.58	<b>\$5,188.42</b>
3	U-V3127 U-CMAD3-1-7;C-MOUNT CAMERA ADAPTER FOR BX/IX2	1	\$154.00	\$154.00
			9.73515% Discount: -\$14.99	<b>\$139.01</b>

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**Fax:**

**E-Mail:**

Catalog No.	Product Description	Qty	Price	Extension
			<b>TOTAL:</b>	<b>\$26,583.00</b>

**COMPUTER REQUIREMENTS FOR SOFTWARE:**

**SYSTEM REQUIREMENTS**

OS Microsoft Windows 7 (32 and 64-bit)  
 Microsoft Windows Vista (32bit) with SP2  
 Microsoft Windows XP Pro (32 bit) with SP#  
 OS Language English, German, Japanese  
 CPU Intel Pentium 4, Intel Xeon, or Intel Core Duo (or equivalent)  
 RAM Win7: 3GB or larger recommended (min 2GB required)  
 WinVista: 3GB or larger recommended (min 2GB required)  
 WinXP: 2GB recommended (min 1GB required)  
 Display 1280x1024 or larger recommended, 32-bit video card  
 The use of onboard video cards is strongly discouraged, as these devices may interfere with the operation of certain cameras!!  
 Ports USB port for protection key  
 Serial/USB port for device control  
 HDD 500GB with free space of 10GB or more at the time of installation  
 Drive DVD-ROM for installer media  
 Web Browser MS IE 6.0 or later

**COMPUTER REQUIREMENTS FOR DIGITAL CAMERA:**

CPU Intel Pentium 4, Intel Xeon, or Intel Core Duo (or equivalent)  
 Memory Vista: 2GB (3GB is recommended) XP: 1024 MB RAM  
 HD free space 1 GB or more (at the time of installation)  
 PC monitor 1280x1024 is recommended (1024x768 or larger), 32-bit video card  
 Drive DVD-ROM drive  
 IEEE 1394 IEEE 1394a port x 1  
 6-pin IEEE 1394a port for a desktop computer  
 4-pin IEEE 1394a port for a laptop computer  
 (The camera head must be connected to the AC adapter)  
 PC input device x 2-button or 3-button mouse with a wheel is recommended x Keyboard  
 OS Windows Vista Ultimate 32 bit SP@, Windows Vista Business 32 bit  
 SP@ or Windows XP (SP# or later)  
 OS language Japanese or English  
 WEB browser IE6.0 or later





*\* Imaging \* Optics \* Confocals \**

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**E-Mail:**

Catalog No.	Product Description	Qty	Price	Extension
<b>Terms &amp; Conditions:</b>				
FOB Dest				
Net 30				
PLEASE NOTE:				
PLEASE NOTE:				
Price is Valid for 30 Days fm bid close date				
Payment Terms - Net 30 Days				
A Minimum of 20% Restocking Fee May Apply on Any returned Items.				
<b>OLYMPUS WARRANTY:</b>				
Five Years on Mechanics and Optics.				
One Year Electrical.				
As Specified by the Olympus Manufacturer's Warranty.				

This is an official price quotation for the products which you have shown an interest to purchase. The prices listed in this quotation as well as any package pricing apply to the entire quote as presented. Changes, additions or deletions from this quotation may result in pricing adjustments. Catalog numbers may change from time to time.