



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
Pittsburgh, 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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	4	EA		655-39	2998.75	\$11,995.00
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: \$11,995.00						

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

SIGNATURE

TITLE

Officer

FEIN

TELEPHONE

412 635 7575

DATE

6/7/13

ADDRESS CHANGES TO BE NOTED ABOVE

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

Signed: [Signature]


Title: Director

Date: 6/7/13

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

Date
Officer

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-SS1-501 - 3

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:

IDEA 5MP COLOR DIGITAL CAMERA W/IMAGING SOFTWARE

Catalog No.	Product Description	Qty	Price	Extension
1	DIAG-IA-ID2820	4	\$3,299.00	\$13,196.00
			9.10125% Discount: -\$1,201.00	\$11,995.00
			TOTAL:	\$11,995.00

Terms & Conditions:

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.

OLYMPUS WARRANTY:

Five Years on Mechanics and Optics.

One Year Electrical.

As Specified by the Olympus Manufacturer's Warranty.

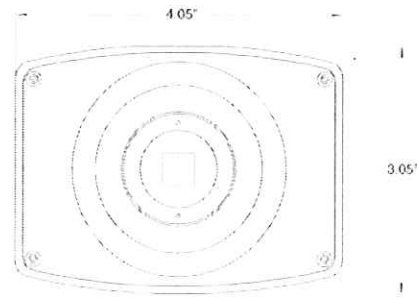
This is an official price quotation for the products which you have shown an interest to purchase. The prices listed in this quotation as well as any package pricing apply to the entire quote as presented. Changes, additions or deletions from this quotation may result in pricing adjustments. Catalog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

The SPOT™ Idea camera delivers 12-bit high quality images for the serious microscopist at a low price. The SPOT Idea produces 5.0 megapixel resolution in vivid colors, enhancing publications, documentation and archiving. The SPOT Idea is an excellent choice for pathology, as well as clinical, life and material science, measurement, educational, and industrial applications.

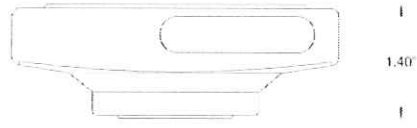
The SPOT Idea includes SPOT Basic software (Windows® and Mac® OS) which features real time image previewing, scale bar addition, report generation, time lapse, and measuring capabilities. Its USB 2.0 interface enables “plug-and-play” installation, and trigger options provide precise synchronization with peripherals. SPOT Idea cameras come with a 2-year warranty and are supported by an experienced team of imaging specialists.



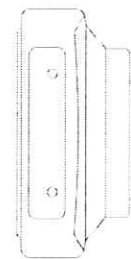
idea™ CMOS | 5.0 Mp



3.05"



1.40"



Features	Benefits
5.0 Mp Images	Resolves fine image detail
Real time Live mode	Frame and focus in real time 76 fps at 640 x 480 ROI at full resolution 28 fps, full frame at 1/2 resolution 7 fps, full frame at full resolution
Auto and Manual exposure control	Let the software compute the exposure time and gain or set them yourself
USB 2.0	Single cable connection provides effortless installation, reduces cable clutter and enhances laptop portability (no power supply or frame grabber card needed)
SPOT Basic Imaging Software	Provides essential tools for modern microscopy
Mac® and PC	Compatible with both Mac® and Windows® computers



SPOT™ Imaging Solutions
A division of Diagnostic Instruments, Inc.

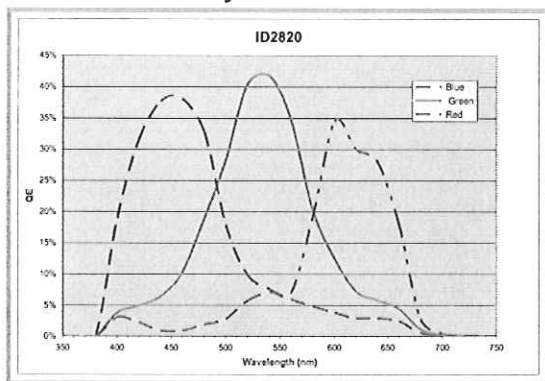
Sensor

Resolution	5.0 Mp
Sensor Type	CMOS, color mosaic, Bayer pattern
Shutter	Rolling shutter with single frame capture
Active Pixels	2592 x 1944
Pixel Size	2.2µm x 2.2µm
Optical Format	1/2.5" (4:3)
Active Imager Size	5.70mm (H) x 4.28mm (V) 7.13mm diagonal
Exposure Time	44µs – 15sec
Variable Resolution	User selectable
Region of Interest	User selectable
Read Noise	6.5 e ⁻ rms
Full Well Depth	7,600 e ⁻
Non-linearity	<1%
Bit Depth	8, 10 or 12 bits/channel (24, 30 or 36 bit color)
Sensor Readout Frequency	72MHz (into camera frame buffer)
Analog Gain	1, 2, 4 and 8

Camera

Lens Mount	C-mount
Computer Interface	USB 2.0
Trigger Connectors	Sync output (TTL) External trigger input (TTL)
Tripod Mount	1/4"-20, stainless steel threads
Weight	1.31 lbs (295g)
Size	4.05" W x 3.05" D x 1.40" H (103mm x 77mm x 36mm)
Power Consumption	2W from USB cable
Operating Environment	0 to 50°C, 95% relative humidity (non-condensing)
Storage Temperature	-20 to 60°C
Certifications	CE, FCC Class A, EN60950 RoHS

Quantum Efficiency



Captured Frame Rates Captured Frames per Second *

Live Mode (frames per second)					
Region of Interest	2592x1944	1296x972	640x480	256x256	50x50
Full Res	7	28	76	149	180
1/2 Res	28	78	157	190	191
1/4 Res	56	112	137	137	138
Sequential Image Capture (frames per second)					
Full Res	4	16	63	151	180
1/2 Res	16	62	159	191	194
1/4 Res	56	113	137	138	138

* Frame rates measured with 44µs exposure time on 2GHz Intel Dual Core Xenon processor running Windows XP. Post-processing was deferred on sequential images. Frame rates may vary on other processors and operating systems.

SPOT Software

SPOT Basic Software Features	Color Live mode viewing window with controls Image capture window Image capture setups are user defined, named and saved Auto or manual exposure for Live and captured images Zoom control on Live and captured images Auto white balance Spot or average metering Correct Color Technology™ using ICC/ColorSync corrections Flatfield correction Annotation Calibration mark Measurement tools Image enhancement tools Sequential image capture and playback Report generator Interactive print dialog Help menu 3rd Party Software Interface: Twain for Windows®, SPOT Image Capture Application & AppleEvent for Mac®
Computer Operating System Compatibility	Windows®: XP SP3 (32-bit), Vista (32 or 64-bit), 7 (32 or 64-bit) and 8 (32 or 64-bit) Mac®: OS 10.6 - 10.8
Minimum Computer Requirements	PC: 1GHz Pentium 4 (or equivalent x86 SSE2 processor), 1 GB RAM, USB 2.0 port Mac®: Intel processor, 1 GB RAM, USB 2.0 port Mac® and PC video: 24-bit color @ 1024 x 768 resolution
SPOT Advanced Software	Available (includes macro feature, floating taskbars and image archiving database)
SPOT Advanced Software Modules (Optional)	Available (adds image display intensity scaling, peripheral device control and extended depth of focus)
Software Development Kit	Available for Mac® and Windows®
Native Drivers for 3rd Party Software	Available (call or visit our website)

Items Included

Camera Head	With lens cap
USB2 Cable	Carries both data and power
Quick Start Installation Guide	Instructions on how to get up and running quickly
Software CD	Includes SPOT Basic software and User Guide
Warranty	2 years from date of purchase
Catalog Number	Idea 5.0 Mp ID2820

Specifications are typical and subject to change.



SPOT™ Imaging Solutions
A division of Diagnostic Instruments, Inc.

6540 Burroughs Avenue • Sterling Heights • MI • 48314-2133
phone: 586.731.6000 • fax: 586.731.6469 • website: www.spotimaging.com
Data Sheet: Idea 5.0 Mp CMOS

RFQ No. DSP 1338

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 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 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

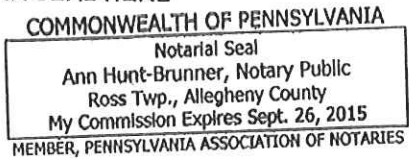
County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 7th day of June, 2013

My Commission expires September 26, 2015

AFFIX SEAL HERE

NOTARY PUBLIC



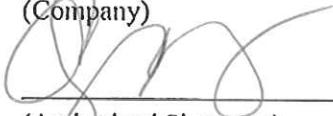
[Signature]
Purchasing Affidavit (Revised 07/01/2012)

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

(Company)



(Authorized Signature)

Ann Hunt-Bronner / Officy

(Representative Name, Title)

412 635 7575 877 768 1984

(Phone Number)

(Fax Number)

June 7, 2013

(Date)