



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

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RFQ COPY
 TYPE NAME/ADDRESS HERE

B & B MICROSCOPES, LTD
 490 Lowries Run Road
 Pittsburgh, PA 15237

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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	\$ 3263.00	\$ 13,052.00
MICROSCOPE CAMERA WITH SOFTWARE						
<p>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.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 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 DPS1338 ***** TOTAL:						\$ 13,052.00
<p>06/10/13 09:21:59 AM West Virginia Purchasing Division</p>						

SIGNATURE 

TITLE *Offc nyle*

FEIN

TELEPHONE 412635-7575

DATE 6/7/13

ADDRESS CHANGES TO BE NOTED ABOVE

DPS 1338-Pricing Page

DPS 1338		BID OPENING: 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	\$ 3263. ⁰⁰	\$ 13052. ⁰⁰
Failure to use this form may result in disqualification.			Total Cost:	\$ 13052. ⁰⁰
Bidder / Vendor Information:				
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 / 877-768-1984</u>				
Signature: <u>[Signature]</u>				
Contact Coordinator Information:				
Name: <u>Dennis Madden or Ann Hunt</u>				
Address: <u>490 Lowries Run Rd</u>				
<u>Pgh PA 15237</u>				
Phone #: <u>800-433-1749</u>				
Email Address: <u>Dennis.madden@BBMicro.com</u>				
<u>Ann.HUNT@BBMicro.com</u>				

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 MICROSCOPE

Signed: [Signature]

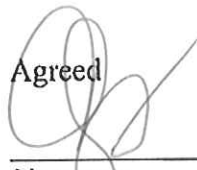
Title: Offic Mgr

Date: 6/2/13

ATTACHMENT
PURCHASE ORDER NO. _____

RFD DSP #338

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 Date 6/7/13

Title OAC Mgr

Company Name B-B Microscopes

Signature Date

Title

Agency/Division

490 Lowries Run Road
Pittsburgh, PA 15237

Phone: 800-433-1749

Fax: 877-768-1984

Quote No: 2013-SS1-503 - 1

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	OLUM-IN15C INFINITY1-5C;5MP DIGITAL COLOR CAMERA, CMOS, USB 2.0	4	\$3,600.00	\$14,400.00
			9.36112% Discount: -\$1,348.00	\$13,052.00
			TOTAL:	\$13,052.00

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.

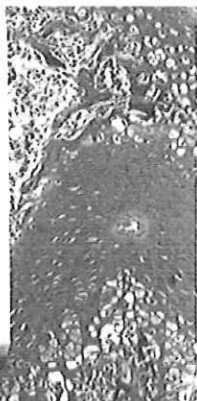
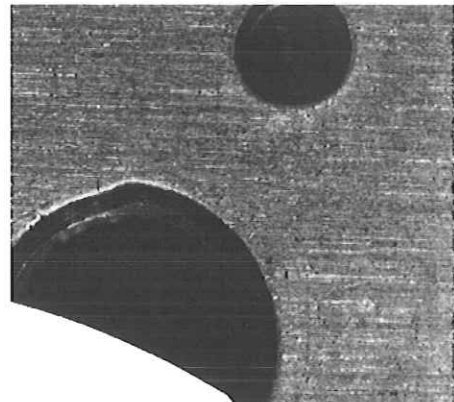
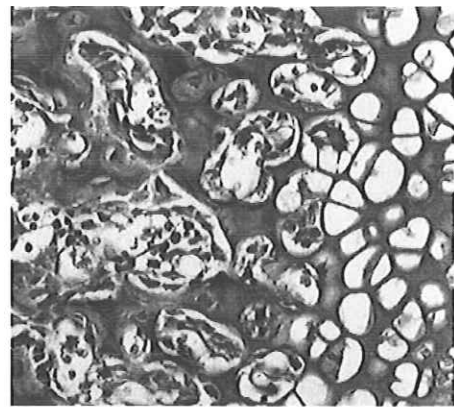
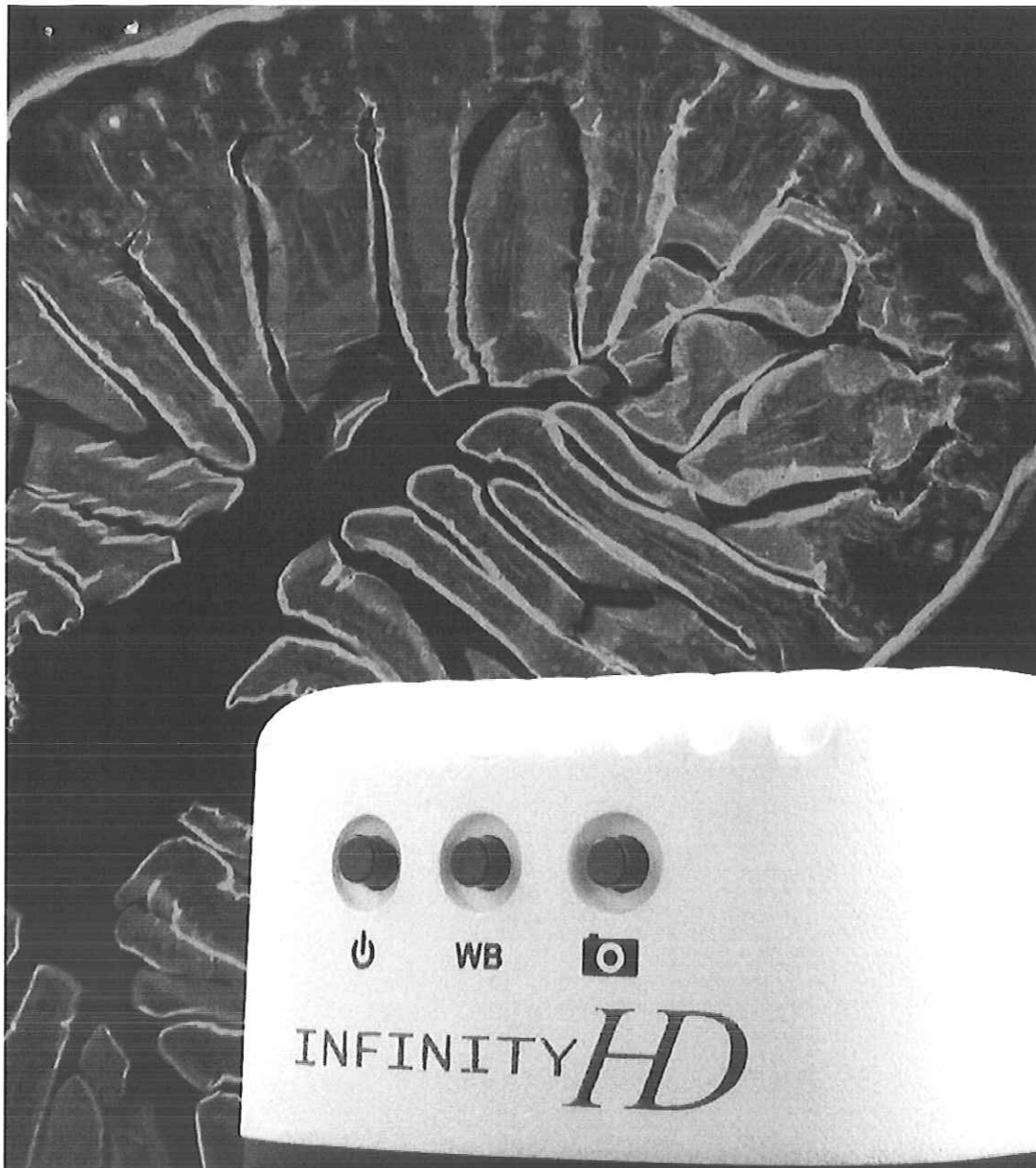
OLYMPUS WARRANTY:

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.



INFINITY DIGITAL MICROSCOPY CAMERAS

Produce crystal clear, vibrant images with Lumenera's INFINITY microscopy cameras. Our user friendly USB 2.0 cameras range in resolution from 1.4 to 32 megapixel and feature CMOS, CCD, High Definition (HD), low light CCD, large format, research-grade and pixel shifting technologies. As one of the most respected digital camera manufacturers in the scientific market, we install thousands of INFINITY cameras each year into life science, clinical and industrial applications. Trust Lumenera to provide high quality, scientific-grade cameras complete with feature rich software packages at the best price-to-performance ratio in the market.

Contact us to determine how you can benefit from Lumenera's high-quality, reliable products.



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www.lumenera.com

Why Lumenera, Why INFINITY

Extensive Product Line

Life science researchers, clinical pathologists and industrial technicians count on our exceptional color reproduction, lasting quality microscopy cameras, complete with user friendly software packages. Select from Lumenera's cost-effective CMOS cameras with extremely fast frame rates, our HD camera with full 1080p60 preview and superb color reproduction, or our CCD solutions with high dynamic range and outstanding color fidelity. Don't regret your camera purchase decision - choose Lumenera.

Centralized Research, Development & Manufacturing

Research, development and manufacturing are tightly controlled in one location ensuring the highest standard of quality from design to delivery. To ensure a timely product supply, Lumenera has established close, collaborative relationships with vendors and provides its own in-house manufacturing inspection and quality controls. As a testament to our high quality standards we continue to invest in research and development in order to maintain our reputation as a leading provider of high-performance digital imaging solutions. As a Lumenera customer you will benefit from our ongoing success and solid growth for years to come.

Industry Leading Technical Assistance Center

Realize your vision needs through our Technical Assistance Center (TAC). Core competencies include microscopy, software development, color algorithms, opto-electronics, laser physics, remote sensing, sensor architecture and optics. Receive timely, accurate information from our skilled team. With a focus on complete satisfaction, we draw on a large pool of expertise found throughout the company to help provide solutions to your toughest application or design challenges. Lumenera's TAC team is customer focused and prides itself on delivering timely responses to your questions.

Intuitive Software Package

Included with your USB 2.0 camera purchase is INFINITY ANALYZE and INFINITY CAPTURE software. Together, the camera and software create a complete imaging solution for your application. Take advantage of features ranging from full camera control to advanced capabilities such as measurement, video recording, annotation and the pseudo-coloring of fluorescent images. INFINITY ANALYZE is translated into eight languages (Latin Spanish, Castilian Spanish, Italian, Russian, Japanese, Chinese, Korean and French), providing life science, clinical and industrial researchers native language support. Also included is a Mac camera driver and ImageJ plug-in for select INFINITY cameras.

Research-Grade Cameras

Lumenera is integrating research-grade cameras into its product line with low noise electronics, high grade components, and Lumenera's unique thermal management technology. The end result is high quality images with extremely low noise and high dynamic range. Research-grade cameras are denoted with an R in the ordering part number. Watch for more camera models over the coming months.

USB 3.0 Cameras

Lumenera also offers USB 3.0 camera solutions. Contact us for more information.

Helpful Tools

INFINITY cameras are well known for their ease of set up and use. For immediate instruction on software features available, visit our popular step by step tutorials, as well as our FAQs and Knowledge Base at www.lumenera.com.

3rd Party Software Integration

Lumenera is integrated with leading software technology partners:

- Image Pro
- LanSchool
- LabVIEW
- Mideo Systems
- MATLAB
- MetaMorph
- Promicra
- Streampix
- Visiopharm
- ZView

Contact us regarding additional software packages.

Cat. # (Color/Mono)	Megapixel	Resolution	Sensor	C-Mount Coupler	Pixel Pitch	Frame Rate	Bit Depth	Read Noise	Binning/ Sub Sampling	Region of Interest
INFINITY1										
INFINITY1-2 C	2.0	1600x1200	1/2" CMOS	0.5X	4.20	15	8 or 10	20 e-	N/Y	Y
INFINITY1-3 C	3.1	2048x1536	1/2" CMOS	0.5X	3.20	12	8 or 10	20 e-	N/Y	Y
INFINITY1-5 C or M	5.0	2592x1944	1/2.5" CMOS	0.5X	2.20	5	8 or 10	20 e-	N/Y	Y
INFINITY2										
INFINITY2-1R C or M	1.4	1392x1040	1/2" CCD	0.5X	4.65	15	8 or 14	8.5 e-	Y/Y	Y
INFINITY2-2 C or M	2.0	1616x1216	1/1.8" CCD	0.5X	4.40	12	8 or 12	12 e-	Y/Y	Y
INFINITY2-3 C	3.3	2080x1536	1/1.8" CCD	0.5X	3.45	5	8 or 12	12 e-	Y/Y	Y
INFINITY2-5 C or M	5.0	2448x2048	2/3" CCD	0.63X	3.45	8	8 or 12	12 e-	Y/Y	Y
INFINITY3										
INFINITY3-1 C or M	1.4	1392x1040	2/3" Cooled CCD	0.67X	6.45	15	8 or 12	8 e-	Y/Y	Y
INFINITY3-1UR C or M	1.4	1392x1040	2/3" CCD	0.67X	6.45	30	8 or 14	6 e-	Y/Y	Y
INFINITY4										
INFINITY4-11 C or M	10.7	4008x2672	35mm Format CCD (43.3mm)	Custom F-Mount	9.00	3.5	8 or 12	12 e-	Y/Y	Y
INFINITYX										
INFINITYX-32 C or M	32	6464x4864	1/1.8" CCD	0.5X	4.40	12	8 or 12	12 e-	Y/Y	Y
INFINITYHD										
INFINITYHD C	2.0	1920x1080	1/3" CMOS	0.33, 0.4 or 0.5X	2.70	60	8	8.7 e-	N/A	N/A

INFINITY Camera Specifications

- Auto/Manual Exposure
- Manual White Balance
- 1 to 10x Programmable Gain (varies by model)
- USB 2.0 High-Speed Interface (480 MB/s)
- **Power:**
 INFINITY1, 2 & 3-1UR: USB Bus Power
 INFINITY3 Cooled/INFINITYX: External 5 V DC – 1 A
 INFINITY4: External 12 V DC – 1 A
 INFINITYHD: External 5 V DC – 500 mA
- **Operating Temp:** 0 to 50 °C
- **Operating Humidity:** 5 to 95 %, Non-condensing
- **Operating Systems:**
 PC: Windows XP, Windows Vista and Windows 7, 32 and 64-bit
 Mac: 32 and 64-bit (10.6 or higher)


OEM Custom Camera Design


As a Lumenera OEM customer you can now leverage the success of the INFINITY camera line through our custom camera development. Our unique options for OEM custom software features and hardware camera design offer the following advantages:

- Improve Time-to-Market
- Reduce Development Costs
- Differentiate from the Competition

Comparing USB 2.0 to FireWire

Video performance in digital cameras is defined by the maximum frame rate at a given resolution and is measured in frames per second (fps). Both FireWire and high-speed USB 2.0 digital cameras exhibit almost identical frame rates by resolution. These frame rates are usually limited by the sensor read-out rate – not the physical interface. As an example, a 1 megapixel CCD sensor using a FireWire or USB 2.0 interface is limited to 15 or 30 fps depending on the camera model. As resolution increases, frame rates decrease.

 **USB 2.0:** 480 Mbit/s. 15 fps, plug-and-play. 99% of computers have USB 2.0 ports.

 **Firewire:** 400 Mbit/s. 15 fps. Most computers need a FireWire card installed – some laptops may not have the space required.

USB 2.0 is an ideal interface for scientific cameras, offering plug-and-play with all computers, while providing more than enough throughput for its selected image sensors.

INFINITY Mac Software

A Mac Camera Driver and ImageJ Plug-In are available for the following INFINITY cameras:

- INFINITY1-2
- INFINITY1-5
- INFINITY2-2
- INFINITY3-1
- INFINITY4-11
- INFINITY1-3
- INFINITY2-1R
- INFINITY2-5
- INFINITY3-1UR

Visit www.lumenera.com/support/downloads/microscopy-downloads.php to download the latest version.

* Mac Software is not available for the INFINITY2-3, INFINITYHD or INFINITYX cameras.

For more information e-mail scientificsales@lumenera.com

To better serve you, Lumenera has forged strategic partnerships with distributors and system integrators world wide. Please contact us at 1 (613) 736-4077 or scientificsales@lumenera.com for details on how to order, or to join our partner program.



7 Capella Court
 Ottawa, ON, K2E 8A7
scientificsales@lumenera.com

www.lumenera.com

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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 Allegheny

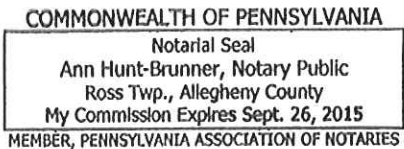
County of Pennsylvania, to-wit:

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, Ltd
(Company)

[Signature]
(Authorized Signature)

Ann Hunt Brunner / Off Mgr
(Representative Name, Title)

0 412 635 7575 / 877-768-1984
(Phone Number) (Fax Number)

June 7 2013
(Date)