



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

State of West Virginia  
**Purchase Order**

Order Date: 05-27-2026

CORRECT ORDER NUMBER MUST APPEAR  
 ON ALL PACKAGES, INVOICES, AND  
 SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

<b>Order Number:</b>	CPO 0313 0313 DEP2600000014 1	<b>Change Order No:</b>	<b>Procurement Folder:</b>	1949548
<b>Document Name:</b>	Multi-Gas Dilution Calibrators w/Ozone Generators		<b>Reason for Modification:</b>	
<b>Document Description:</b>	Multi-Gas Dilution Calibrators w/Ozone Generators			
<b>Procurement Type:</b>	Central Purchase Order			
<b>Buyer Name:</b>	Joseph (Josh) E Hager III			
<b>Telephone:</b>	(304) 558-2306			
<b>Email:</b>	joseph.e.hageriii@wv.gov			
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>		
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>		

VENDOR		DEPARTMENT CONTACT		
<b>Vendor Customer Code:</b>	000000219346	<b>Requestor Name:</b>	Jessica S Chambers	
ENVIRONICS INC 69 INDUSTRIAL PK RD EAST		<b>Requestor Phone:</b>	(304) 414-1140	
TOLLAND CT 06084 US		<b>Requestor Email:</b>	jessica.s.chambers@wv.gov	
<b>Vendor Contact Phone:</b>	860-872-1111	<div style="font-size: 48px; font-weight: bold; margin-bottom: 10px;">2026</div> FILE LOCATION _____		
<b>Extension:</b>				
<b>Discount Details:</b>				
<b>Discount Allowed</b>	<b>Discount Percentage</b>			<b>Discount Days</b>
#1 Not Entered				0
#2 Not Entered				
#3 Not Entered				
#4 Not Entered				

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIVISION OF AIR QUALITY 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF AIR QUALITY 601 57TH ST SE CHARLESTON WV 25304 US

*CR 6-2-26*

<b>Total Order Amount:</b>	\$98,832.48
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Purchasing Division's File Copy

*JMS-29-26*

<b>PURCHASING DIVISION AUTHORIZATION</b> DATE: <i>May 27 - 6/03/2026</i> ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> DATE: <i>6/2/2026</i> ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> DATE: <i>6/3/2026</i> ELECTRONIC SIGNATURE ON FILE <i>6-3-26</i>
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**Extended Description:**

The vendor, Environics Inc., agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, Division of Air Quality, to establish a contract for the one-time purchase of Six (6) Multi-Gas Dilution Calibrators W/ Ozone Generators per the specifications, terms and conditions, Addendum #1 issued 5/4/2026, all incorporated herein by reference and made a part here of.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	49241708	6.00000	EA	16285.000000	97710.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

**Commodity Line Description:** Multi-Gas Dilution Calibrators w/Ozone Generators

**Extended Description:**

Multi-Gas Dilution Calibrators w/Ozone Generators

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	78121603	1.00000	EA	1122.480000	1122.48
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

**Commodity Line Description:** Shipping charges

**Extended Description:**

Shipping charges

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP2600000021**

**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.

Environics Inc

\_\_\_\_\_  
Company  
  
\_\_\_\_\_  
Authorized Signature

5/29/26

\_\_\_\_\_  
Date

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

Revised 6/8/2012

**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.

(Printed Name and Title) Mary Lou Colombaro Sales Coordinator

(Address) 69 Industrial Park Rd East Tolland, CT 06084

(Phone Number) / (Fax Number) 860-872-1111 / 860-870-9333

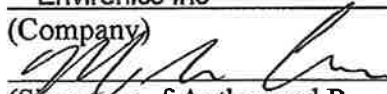
(email address) mcolombaro@environics.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Environics Inc

(Company)



(Signature of Authorized Representative)

Mary Lou Colombaro

(Printed Name and Title of Authorized Representative) (Date)

860-872-1111 / 860-870-9333

(Phone Number) (Fax Number)

mcolombaro@environics.com

(Email Address)

## Computerized Multi-Gas Dilution Calibrators with Ozone Generators

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### SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Environmental Protection, Division of Air Quality, to establish a contract for the one-time purchase of six (6) Computerized Multi-Gas Dilution Calibrators with ozone generators - Environics 6100 or equal.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means Environics 6100 Computerized Multi-Gas Calibration System or equal as more fully described by these specifications.
  
  - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
  - 2.4 **“BINARY CODED DECIMAL”** means a system for coding a number in which each digit of a decimal number is represented individually by its binary equivalent.
  
  - 2.5 **“°C”** means degree Centigrade, a measurement of a unit of temperature.
  
  - 2.6 **“EPA”** means the United States Environmental Protection Agency.
  
  - 2.7 **“Ethernet”** means a system for connecting several computer systems to form a local area network.
  
  - 2.8 **“Hz”** means hertz, a unit of measurement that equals the number of cycles per second.
  
  - 2.9 **“IEC”** means the International Electrical Commission, a non-profit, non-governmental international standards organization that prepares and publishes International Standards for all electrical, electronic and related technologies – collectively known as “electrotechnology.”
  
  - 2.10 **“NIST”** means the National Institute of Standards and Technology, a non-regulatory agency of the U.S. Department of Commerce, that promotes and maintains measurement standards. Its mission is “To promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology in ways that enhance economic security and improve our quality of life.”

## **Computerized Multi-Gas Dilution Calibrators with Ozone Generators**

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- 2.11** “**MFC**” means mass flow controller, a device used to measure and control the flow of gases according to a set flow rate, without being affected by use conditions or changes in gas pressure.
- 2.12** “**mm Hg**” means millimeters of mercury, a measurement of a unit of pressure.
- 2.13** “**Momentary closure**” means a unit capable of turning any electronics device to either an on or off state.
- 2.14** “**NIST**” means the National Institute of Standards and Technology a non-regulatory agency of the U.S. Department of Commerce that promotes and maintains measurement standards.
- 2.15** “**ppb**” means parts per billion, the number of units of mass of a contaminant per one billion units of total mass.
- 2.16** “**ppm**” means parts per million, the number of units of mass of a contaminant per one million units of total mass.
- 2.17** “**RS-232**” means the specification and standard describing a serial communication method between devices.
- 2.18** “**SLPM**” means standard liters per minute, a unit of volumetric flow rate of a gas at standard conditions for temperature and pressure.
- 2.19** “**Solenoid Valve**” means an electromechanically operated valve controlled by an electric current through a solenoid.
- 2.20** “**VAC**” means volts alternating current, an electric current which reverses direction.

### **3. GENERAL REQUIREMENTS:**

**3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

**3.1.1 Requirements specific to Computerized Multi-Gas Dilution Calibrators with ozone generators - Environics 6100 or equal.**

**3.1.1.1** Must be a portable configuration with a carry handle permanently attached to one side.

## Computerized Multi-Gas Dilution Calibrators with Ozone Generators

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- 3.1.1.2** Must weigh a maximum of 30 lbs.
- 3.1.1.3** Must have maximum dimensions of 18" width, 8" height, and 16" depth.
  - 3.1.1.3.1** Must have minimum dimensions of 17" width, 7" height, and 15" depth.
- 3.1.1.4** Must have mechanically attached rubber feet at its bottom's four corners.
- 3.1.1.5** Must have a smooth surfaced case on all but its back panel, excepting the power switch, screw heads, cooling vents, handle and feet.
- 3.1.1.6** All electrical power, signal and gas connections, which connect the calibrator to its ancillaries, must be mounted to the back panel.
- 3.1.1.7** There must be a minimum of one (1) Diluent Gas Inlet consisting of a 1/4" tube Swagelok® 316L Stainless Steel (SS) bulkhead fitting.
- 3.1.1.8** There must be a minimum of one (1) Cylinder Gas Inlet consisting of a 1/8" tube Swagelok® 316L SS bulkhead fitting.
- 3.1.1.9** There must be a minimum of one (1) Calibration Gas Outlet consisting of a 1/4" tube Swagelok® 316L SS bulkhead fitting.
- 3.1.1.10** Input / Output (I/O) contact closure connections must accept bare wire.
- 3.1.1.11** The back panel must be inset within the case to protect all connections mounted on it, such that they don't stand proud of the case's top, bottom and sides' back edges.
- 3.1.1.12** A detachable, three conductor IEC power cord must be used for mains Voltage connection.
- 3.1.1.13** Operating power must consist of a mains voltage range of a minimum of 100 to a maximum of 125 VAC, 50/60 Hz, and current consumption of a maximum of 4 Amps.

## **Computerized Multi-Gas Dilution Calibrators with Ozone Generators**

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- 3.1.1.14** Operating temperature range must be a minimum 32° to a maximum 122° F (0° - 50° C).
- 3.1.1.15** There must be a minimum of one (1) dilution MFC with a full-scale of 20 liters per minute.
- 3.1.1.16** There must be a minimum of one (1) cylinder gas MFC with a full-scale of 100 cubic centimeters per minute.
- 3.1.1.17** There must be a minimum of one (1) cylinder gas MFC with a full-scale of 10 cubic centimeters per minute.
- 3.1.1.18** All MFCs must be calibrated to a National Institute of Standards and Technology (NIST) traceable primary flow standard, using a Reference Temperature of 25°C (77°F) and a Reference Pressure of 760 mm Hg (29.92 in. Hg).
- 3.1.1.19** The MFCs' calibration data must consist of a minimum of eleven (11) evenly spaced flow rates over the full dynamic range of each MFC.
- 3.1.1.20** Hard copy documentation of each calibrator's MFCs' NIST Traceable calibrations must be provided.
- 3.1.1.21** All calibration data must be stored in the calibrator's microprocessor's non-volatile memory and must be able to be updated by the user.
- 3.1.1.22** MFC calibration data must be used by the calibrator's microprocessor, employing linear interpolation between data points, to calculate and then generate flow rates.
- 3.1.1.23** MFC and calibration gas, accuracy and repeatability specifications, must be valid when MFCs are operated between a minimum of 10% and a maximum of 100% of full scale flow.

## Computerized Multi-Gas Dilution Calibrators with Ozone Generators

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- 3.1.1.24** The accuracy of flows generated by the calibrator's MFCs must be within a minimum of 1.0% of set point, and a maximum of 1.0% of the set point.
- 3.1.1.25** The flow repeatability of the calibrator's MFCs must be within a minimum of 0.05% of their respective full scale set point, and a maximum of 0.05% of their respective full scale set point.
- 3.1.1.26** The accuracy of the calibration gas outlet concentrations shall be within a minimum of 1.0% of set point, and a maximum of 1.0% of the set point.
- 3.1.1.27** All gas wetted surfaces must be one of the following materials: Teflon®, Viton®, Borosilicate Glass/Pyrex® and 316L Stainless Steel.
- 3.1.1.28** A Borosilicate Glass/Pyrex® mixing chamber, meeting EPA requirements, must be employed to mix the effluent of diluent and cylinder gas from the MFCs.
- 3.1.1.29** The calibrator must have an ozone generator which employs an Ultraviolet Lamp to create ozone from the zero air (diluent).
- 3.1.1.30** The ozone generator must employ ozone oven block temperature control, pressure compensation and an electronic photo-optical feedback circuit to create stable and precise ozone concentrations.
- 3.1.1.31** The ozone generator must be factory calibrated a minimum of 11 evenly spaced concentrations, spanning its full range of concentrations up to 200 ppm, using a current NIST traceable ozone standard reference photometer using the new ozone cross section (CCQM.O3.2019) 304.39  $\text{cm}^{-1}$  absorption coefficient.
- 3.1.1.32** Hard copy documentation of the calibrator's ozone generator NIST Traceable calibration must be provided.

## Computerized Multi-Gas Dilution Calibrators with Ozone Generators

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**3.1.1.33** All calibration data must be stored in the calibrator's microprocessor's non-volatile memory and must be able to be updated by the user.

**3.1.1.34** Ozone generator calibration data must be used by the calibrator's microprocessor to calculate and then generate requested ozone concentrations.

**3.1.1.35** The ozone generator must produce concentrations of ozone over a range of a minimum 20 ppb to a maximum 500 ppb at a Calibration Gas Output flow rate of 10 standard liters per minute.

**3.1.1.36** The ozone generator must produce concentrations of ozone, relevant to the requested concentrations, with

**3.1.1.36.1** an accuracy of minimum of 2.0% of the requested concentration, and a maximum of 2.0% of the requested concentration; or a minimum of within 3 ppb of the requested concentration and a maximum of within 3 ppb of the requested concentration, and

**3.1.1.36.2** repeatability minimum of 2.0% of the requested concentration, and a maximum of 2.0% of the requested concentration; or a minimum of within 3 ppb of the requested concentration and a maximum of within 3 ppb of the requested concentration, and over a minimum of 30 days.

**3.1.1.37** The ozone generator's performance must meet EPA's criteria as stated in the technical assistance guide titled "Transfer Standards For Calibration of Air Monitoring Analyzers for Ozone", January 2023, which can be found at this link:

[https://www.epa.gov/system/files/documents/2023-11/o3\\_tad\\_508\\_20230906\\_final.pdf](https://www.epa.gov/system/files/documents/2023-11/o3_tad_508_20230906_final.pdf)

**3.1.1.38** The calibrator must have a minimum of one RS-232 Serial Data Interface for bi-directional communication and control of/by the calibrator.

## Computerized Multi-Gas Dilution Calibrators with Ozone Generators

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**3.1.1.38.1** The calibrator must be able to be remotely accessed for programming, operating, and accessing data.

**3.1.1.38.2** The calibrator must provide for Ethernet connectivity, for example at USB-ETH Adaptor (such as the YJETH-232 or equal) or via separate built-in RJ-45.

**3.1.1.39.** The calibrator must be able to automatically produce requested calibration gas concentrations, and be programmable to perform automated zero, precision, span, and multi-point calibrations using Nitrogen Oxide, Sulfur Dioxide, Carbon Monoxide, Ozone and other gases of interest.

**3.1.1.40** The Calibrator must have Contact Closure (CC) I/O controls (8 inputs / 8 outputs), which are software programmable.

**3.1.1.41** The Input CCs must be programmable to run individual program steps with either a momentary closure (calibration step will run with initiating closure open until a different momentary closure stops it) or Active Closure (step will run only while initiating closure is closed, and stop when closure is open).

**3.1.1.42** A minimum of the first four Input CCs must be programmable as Grouped Mode (Binary Coded Decimal) operation, which allows four CCs to initiate and stop (Active Closure) 15 individual calibration steps.

**3.1.1.43** A minimum of one of the output CCs must be able to be programmed to provide +24 VDC when the diluent MFC is in use, this signal activates an ancillary zero air supply.

**3.1.1.44** The calibrator must be able to have a minimum of 90 individual calibration steps programed into its microprocessor and non-volatile memory.

**3.1.1.45** The calibrator must have a solenoid valve on its calibration gas output, which closes when powered down or under microprocessor control.

## Computerized Multi-Gas Dilution Calibrators with Ozone Generators

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**3.1.1.46** The calibrator must have a solenoid valve(s) on its cylinder gas input(s), which closes when powered down or under microprocessor control.

**3.1.1.47** The calibrator's user interface must be located on the front panel and include an alpha numeric visual display and keys/keypad, which allows the user to program calibration steps, configure functions of the calibrator, enter gas cylinder pollutant names and concentrations, and enter calibration data for the MFCs and Ozone Generator.

**3.1.1.47.1** User must be able to dynamically enter and control the challenge gas flow rate, while the unit is in use.

**3.1.1.48** The visual display must have a minimum of 4 lines by 20 characters, and be able to be clearly read in both bright and dim lighting.

**3.1.1.49** Some examples of the calibrator's microprocessor controlled programed capabilities and menus are listed below:

**3.1.1.49.1 Concentration Mode:** In response to software prompting, user selects gas port, span (cylinder) gas concentration, output gas flow (total) and output gas concentration.

**3.1.1.49.2 Generate Ozone:** Allows user to specify, then generate a precise concentration of ozone.

**3.1.1.49.3 Flow Mode:** Allows user to manually command a desired rate of flow for each mass flow controller, individually or together, and with or without ozone.

**3.1.1.49.4 Display:** Allows user to monitor flow rates for each mass flow controller separately. Also provides ozone oven block temperature during generate ozone.

## Computerized Multi-Gas Dilution Calibrators with Ozone Generators

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**3.1.1.49.5 Maintain Ports:** User enters the name of the span gas in the source cylinder, its concentration (ppm) and the port to which the cylinder is connected.

**3.1.1.49.6 Gas Phase Titration:** Uses concentration mode and generate ozone routines to lead user through GPT using “excess NO” method.

**3.1.1.50** Each calibrator must have a minimum of a two-year warranty on parts and labor.

**3.1.1.51** The vendor must be certified by EnviroNics Inc. to troubleshoot and repair EnviroNics instruments without invalidating the warranty.

**3.1.1.52** All vendors submitting a bid, who are not EnviroNics Inc., must include a statement that their instrument will meet each specification in the RFQ, and must provide a technical specification sheet or other documentation of the product, to verify the bid specifications will be met.

**3.1.1.53** Each calibrator must come with a physical hard copy and electronic copy of both the user's manual and factory service manual.

**3.1.1.54** Each calibrator must come with a hard copy factory verified Calibration Sheet for each of the three (3) MFCs; a factory verified ozone calibration against a current EPA NIST standard reference photometer using the new ozone cross section (CCQM.O3.2019) 304.39  $\text{cm}^{-1}$  absorption coefficient; and system ADC data (pressure transducer, ozone block temperature, ozone flows).

#### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by using the pages, contained in wvOASIS. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

## **Computerized Multi-Gas Dilution Calibrators with Ozone Generators**

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Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS) website. If unable to respond online, Vendor must submit the Pricing Page with their submitted bid prior to the schedule bid opening date.

4.2.1 Any product brochures to support vendor's product should be submitted with vendor's bid response. Vendor should identify those sections where product meets required specifications. These brochures and any supporting documentation may be required before award of contract.

4.2.2 Bids must include shipping and freight charges to 601 57th Street, SE, Charleston, WV 25304 on the Pricing Page. WVDEP will not pay more than in the accepted bid.

### **5 ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

## **Computerized Multi-Gas Dilution Calibrators with Ozone Generators**

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### **6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within 60 working days after orders are received. Vendor shall deliver emergency orders within 30 working day(s) after orders are received for monitors, and within 5 working days for supplies. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2** Equipment shall be shipped Freight on Board/Free on Board (FOB) Destination. The seller shall be responsible for the cost of transporting merchandise to the WVDEP delivery address listed above and the WVDEP Division of Air Quality staff will take delivery of shipped goods once the goods arrive at the WVDEP location.

**6.3 Late Delivery:** WVDEP Division of Air Quality must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 60 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

## **Computerized Multi-Gas Dilution Calibrators with Ozone Generators**

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### **7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

**7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**7.1.2** Failure to comply with other specifications and requirements contained herein.

**7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

**7.2.1** Immediate cancellation of the Contract.

**7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**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.

## **Computerized Multi-Gas Dilution Calibrators with Ozone Generators**

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**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:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1949548  
**Solicitation Description:** Multi-Gas Dilution Calibrators w/Ozone Generators  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2026-05-07 13:30	SR 0313 ESR04212600000007338	1

**VENDOR**

000000219346  
 ENVIRONICS INC

**Solicitation Number:** CRFQ 0313 DEP2600000032

**Total Bid:** 98832.47999999999592546373605 **Response Date:** 2026-04-21 **Response Time:** 11:11:10

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

Joseph (Josh) E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

Vendor Signature X	FEIN#	DATE

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	Multi-Gas Dilution Calibrators w/Ozone Generators	6.00000	EA	16285.000000	97710.00

Comm Code	Manufacturer	Specification	Model #
49241708			

**Commodity Line Comments:**

**Extended Description:**

Multi-Gas Dilution Calibrators w/Ozone Generators

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Shipping charges	1.00000	EA	1122.480000	1122.48

Comm Code	Manufacturer	Specification	Model #
78121603			

**Commodity Line Comments:** Shipping cost is total for 6 Units at \$187.08 ea. Insured ground.

**Extended Description:**

Shipping charges