



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

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Procurement Folder: 965302

Procurement Type: Central Purchase Order

Vendor ID: 000000112158

Legal Name: AGILAIRE LLC

Alias/DBA:

Total Bid: \$43,450.00

Response Date: 12/01/2021

Response Time: 14:54

Responded By User ID: agilair

First Name: Steve

Last Name: Drevik

Email: sdrevik@agilairecorp.com

Phone: 865-228-2263

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2200000020

Published Date: 12/14/21

Close Date: 12/17/21

Close Time: 13:30

Status: Closed

Solicitation Description: Ambient Data Controllers
DAQ22*5

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Ambient Data Controllers	5.00000	EA	8650.000000	43250.00

Comm Code	Manufacturer	Specification	Model #
43211730			

Commodity Line Comments: ESC Model 8864 Ambient Data System Controller with:
 " KD: Front Panel LCD Display
 " VI Eight (8) Voltage Inputs, ±100mV, ±1V, ±5V, ±10V
 " DO: Eight (8) Digital Outputs with 115 VAC, 5 am
 " One (1) RS-232 Serial Ports (optically-isolated)

Extended Description:

Five (5) Ambient Data Controllers Model 8864
 (2) Shipped to: DEP 131A Peninsula St. Wheeling, WV 26003
 (3) Shipped to: DEP 601 57th St. SE Charleston. WV 25304

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Shipping				200.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Commodity Line Comments: Shipping (2 to Wheeling, 3 to Charleston)

Extended Description:

Shipping & Handling (5) @ \$40.00 per controller.

October 5, 2021

Michael A.
Aita Technologies
825 Georges Rd.
3rd Floor
North Brunswick, NH 08902

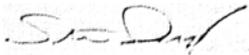
Dear Michael,

Attached is a quote for five (5) Model 8864s, with the requested configuration

Model 8864's provided from Agilaire include all licensing for use with AirVision and its library of RS-232 and Modbus drivers for digital communications with instruments.

Please contact me if you have any other questions or needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Drevik", is placed over a light gray rectangular background.

Steve Drevik
President
Agilaire LLC

Agilaire, LLC

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Customer:	WV DEP	Vendor:	Agilaire
	Department of Environmental Protection 601 57th Street SE Charleston, WV 25304		2904B Tazewell Pike Suite A Knoxville, TN 37918
Department:		Contact:	Steve Drevik
Contact:		Phone:	865-927-9440
Phone:		Facsimile:	865-927-9552
Facsimile:		Email:	info@agilaire.com
Email:	michael@aitacs.com		

PRODUCTS / SERVICES

Item No.	Description	Qty	Price	Extended Price
1.	ESC Model 8864 Ambient Data System Controller with: <ul style="list-style-type: none"> • KD: Front Panel LCD Display • VI Eight (8) Voltage Inputs, ±100mV, ±1V, ±5V, ±10V • DO: Eight (8) Digital Outputs with 115 VAC, 5 am • One (1) RS-232 Serial Ports (optically-isolated) • 2 GB Battery-Backed Configuration & Data RAM • Relays • Real-Time Clock • Universal 110/220 AC Power, 50/60 Hz • Ethernet Port • Ambient Firmware • USB Keyboard 	5	\$ 8,650.00	\$43,250.00
	Shipping (2 to Wheeling, 3 to Charleston)	5	\$ 40.00	\$ 200.00
	Total:			\$ 43,450.00

***** Thank you for considering Agilaire, LLC for your ambient monitoring needs *****

Delivery (Base Proposal): 90 days ARO

A 3% Surcharge shall be assessed on all credit card transactions.

Terms: Subject to Approved Credit, Net 30 days. Invoices over 30 days past due are subject to a 1.5% late fee per month or part thereafter. Payment thereafter to be applied first to accrued late fee(s) and then to the principal amount remaining unpaid. FOB: Knoxville, TN. **Quote valid for 90 days from date of submission.**

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STANDARD WARRANTY

General

Products: AGILAIRE warrants that all Equipment and Products furnished pursuant to an AGILAIRE sales order will be of the kind and quality described in Agilaire's proposal included herein. To repair or replace the defective product covered by this warranty at AGILAIRE is the sole and exclusive remedy under this warranty.

Services: AGILAIRE warrants that it will perform the service work under this contract in a thorough and workman-like manner, consistent with industry norms.

Warranty Period

Products: AGILAIRE warrants that all such products, except the items listed in the Exclusions below, when following AGILAIRE Operation and Maintenance Procedures for the Equipment and Products provided, will be free from defects in material and workmanship for a time period equal to the lesser of (i) twelve (12) months after completion of Equipment Start-up at the customer specified location or (ii) eighteen (18) months after delivery of the Equipment (the "Warranty Period") to customer specified location. Warranty for ESC products (e.g., Model 8832) are ninety (90) days from delivery.

Services: AGILAIRE will work to resolve any problems associated with the work that are identified and submitted to AGILAIRE within 60 days of the services provided.

Exclusions

1. **Unauthorized Repairs/Modifications:** AGILAIRE shall be released from all obligations under this warranty in the event repairs or modification are made by persons other than its own authorized service personnel, or service personnel from an authorized representative, unless such repair is minor, merely the installation of a new plug-in component.
1. **Warranty Limitations:** This warranty is limited to original products supplied by AGILAIRE, and shall not be construed to apply to the simultaneous and/or interdependent operation of this equipment with devices (hardware and/or software) supplied by others. This warranty does not apply to damage caused by ordinary wear and tear, nor does it apply to damage caused by misuse, abuse, vandalism, acts of God, or improper handling, storage, operation, or maintenance of the product.
2. **Spare Parts:** Spare parts are warranted for ninety (90) days after shipment.

Warranty Procedure

1. If within the Warranty Period, AGILAIRE receives written or confirmed e-mail notice promptly after the discovery of any nonconformance to the above warranties; AGILAIRE shall correct each such defect, at its option, either by repairing or replacing any defective part(s).
1. The initial reporting of a potential warranty defect by the customer will be made by the customer contacting AGILAIRE Customer Service. Agilaire's customer service representative will assess the defect determined by the customer and recommend further troubleshooting to isolate and determine the exact cause of the non-conformance.
2. If the defect can be corrected by telephone consultation with Agilaire's customer service representative, and no parts are required to correct the reported defect, then no further action will be taken by AGILAIRE.
3. If the source of the defect can be determined by telephone consultation with Agilaire's customer service representative, and parts are required to correct the reported defect, AGILAIRE will ship the necessary parts to the customer to correct this defect. Agilaire's will assign a return authorization number for the defective parts to be returned to AGILAIRE, shipping prepaid by the customer.
4. If the customer elects to ship the defective part or product to AGILAIRE to correct the reported defect, AGILAIRE will assign a return authorization number for the defective parts/products to be returned to AGILAIRE, shipping prepaid by the customer. Upon receipt of the material, AGILAIRE will inform the customer of Agilaire's decision to repair or replace the defective part and the expected shipment date. AGILAIRE will prepay the return shipping charges.
5. As an option to returning the defective part/product to AGILAIRE, the customer may select the option of AGILAIRE to travel to site to make the warranty determination and repair the defective product on site. In this case, AGILAIRE will require a purchase order to be issued to cover travel expenses, travel time, and related expenses incurred by AGILAIRE personnel. **On site labor is provided at "No Charge" to the customer.** This purchase order shall be based on AGILAIRE Field Service Rates.
6. If during the evaluation of the warranty defect, it was determined that the cause of the product failure was due to improper maintenance or other customer related causes, AGILAIRE will request a purchase order to be issued or amended to cover the parts and labor (in-house or on-site) for the repair of the product.

Liability

The liability of AGILAIRE to Buyer arising out of the foregoing, whether under warranty, tort, contract, negligence, strict liability or otherwise, shall not in any case exceed the cost of correcting defects in the Equipment or Work and upon the expiration of said warranty, all such liability shall terminate.

Disclaimer

THE WARRANTIES SET FORTH IN THIS SECTION AND THE REMEDIES THEREFORE ARE EXCLUSIVE AND IN LIEU OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED. THE REMEDIES SET FORTH IN THIS SECTION ARE THE EXCLUSIVE REMEDIES FOR BREACH OF ANY WARRANTY CONTAINED HEREIN. AGILAIRE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OF AGILAIRE'S PERFORMANCE HEREUNDER, WHETHER FOR BREACH OF WARRANTY OR OTHERWISE.

International

For international work, Agilaire assumes that the customer or the distributor shall be responsible for all local taxes, fees, tariffs, or charges necessary for importation into or use in the destination country.

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