



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

February 24, 2025

To: Terrence D. McCracken, Secretary to the Authority

From: Lavonya C. Lester, Director of Administration *LCL*

Subject: Sole Source Purchase over \$20,000
PO# SB25-00003 / PromoChrom Technologies LTD
ECWA PN 202500049

On February 14, 2025, central purchasing received a purchase request for a new PromoChrom solid phase extraction instrument. The extraction instrument is used in the laboratory for the preparation of PFAS/PFOA samples that are analyzed on the chromatograph / mass spectrometer.

The original cost of this instrument is \$46,631.00 and with a 50% discount rate, the instrument would only cost the Authority \$23,315.50 with the trade-in of our old extraction instrument.

This new model and its benefits will fully automate the PFAS/PFOA extraction process and enhance the sampling process for the lab making things more efficient to perform the required sampling tasks.

The items will be purchased from the following vendor:
PromoChrom Technologies Ltd.

The administration is notifying the board of a trade-in purchase totaling \$23,315.50.

Budget Information:

Unit: 1030 Water Quality 107300 – 101806 Solid Phase Extractor PromoChrom
\$50,000 allocated

The following documents are attached for the above-mentioned purchase:

- Quote and sole justification letter
- Memorandum to Director of Administration

LCL:jmf
Attachments



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

DATE: February 14, 2025

TO: Lavonya Lester, Director of Administration

FROM: Sabrina A. Figler, Director of Water Quality

SUBJECT: Promochrom Solid Phase Extraction Instrument Trade-In/Purchase Order SB-00002.

Promochrom Technologies LTD in 2024 offered a trade-in on our solid phase extractor at a value considerably higher than our instrument's current depreciated value. I included this in my budget preparation for 2025. As of the end of March 2025, the value of our instrument will be \$5,204.97. We will be receiving \$23,315.5 for the trade. The new instrument cost is \$46,631.00.

The newer model solid phase extractor benefits include a more robust sample delivery motor, sample bottles that mount to the instrument freeing up bench space, enhancement to the programming software, better rinsing features, and an automated cleaning procedure.

The solid phase extractor is one of the instruments used in the preparation of PFAS/PFOA samples to be later analyzed on the liquid chromatograph/mass spectrometer.

PromoChrom Technologies Ltd.

QUOTATION

Sample Preparation Without Limits

13351 Commerce Parkway, Unit 1103
Richmond, BC V6V 2X7
Canada
Phone 1-833-772-4766
www.promochrom.com, info@promochrom.com

DATE: 2025-02-11
QUOTATION #: Q20250211
Your Reference:
Payment Method: See below
Valid Till: 2025-03-31

For: James G. Figler
Erie County Water Authority

Item	P/N Description	Unit Price	Discount	Qty	Total
		(USD)	(USD)		(USD)
1	Part No.: SPE-03 Includes MOD-004 automated sample bottle rinsing, MOD-005 minimal-Teflon option, 8 channel SPE-03, 24V power supply, touch screen stylus pen, solvent bottle adapters, sample bottle adapter tubing and user manual. (includes shipping)	46,631.00		1	46,631.00
2	Part No.: Trade in Discount (SN 202003004) 50% discount for trading in 2020 GEN3 system with new GEN4 system		-23,315.50	1	-23,315.50
SUBTOTAL					23,315.50
SHIPPING & HANDLING					0.00
TOTAL					23,315.50

Delivery: Within 75 days after receiving PO and one week after receiving full payment.
Terms: Includes all shipping of systems (trade-in & new) and one year warranty on parts and labor.
Full terms as per document "Terms and Conditions of Sale – Goods and Services"

Payment: Check, bank transfer or credit card

Check: Mail check to 13351 Commerce Pkwy Unit 1103, Richmond, BC V6V 2X7
Payee name "PromoChrom Technologies Ltd."

Bank Transfer: Please instruct your bank that all fees from the transfer should be charged to you.
A \$20 bank transfer charge will be applied to purchases under \$400

Bank: Canada Trust (TD)
Branch #: 9725
Bank Address: Richlea Square Shopping Centre, 10151 No 3 Road, Richmond, BC V7A 4R6, Canada. Tel: 1-866-222-3456
Swift Address: TD0MCATTTOR
Account Name: PromoChrom Technologies Ltd.
Account # (US\$): 004-97250-7301454

Credit Card: 3.5% credit card fee will be applied.
Please call 1-833-772-4766 ext.1 to provide credit card information

THANK YOU FOR YOUR BUSINESS!

Terms and Conditions of Sale – Goods and Services

1. DEFINITIONS:

In these Terms and Conditions of Sale, "Seller" means PromoChrom Technologies Ltd.; "Buyer" means the person, firm, company or corporation by whom the order is given. "Product" means any products listed in the Seller's Quotation, including any accompanying accessories, components, or related materials specified therein. Any modifications or amendments to the Seller's Quotation shall be subject to mutual written agreement by both parties.

2. THE CONTRACT:

2.1 All orders must be in writing and are accepted subject to these Terms and Conditions of Sale.

2.2 The Contract shall become effective only upon the date of acceptance of Buyer's Purchase Order by Seller.

2.3 No alteration or variation to the Contract shall apply unless agreed in writing by both parties. However, Seller reserves the right to effect minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. VALIDITY OF QUOTATION AND PRICES:

3.1 Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within sixty days after its date.

3.2 Prices are firm for delivery within the period stated in Seller's quotation and are exclusive of (a) Value Added Tax and (b) any similar and other taxes, duties, levies or other like charges arising outside Canada in connection with the performance of the Contract.

3.3 Prices are for Goods delivered EXW (Ex works) Seller's shipping point, inclusive of freight, insurance and handling unless otherwise stated in the Seller's order confirmation.

4. PAYMENT:

4.1 Payment shall be made: (a) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and (b) in the currency of Seller's order confirmation by bank transfer within 30 days after receiving Goods.

PromoChrom Technologies Ltd.

4.2 Buyer will provide Seller with a tax exemption certificate acceptable to the applicable taxing authorities.

4.3 If full payment is not made to Buyer within 30 days after receiving Goods, Buyer is responsible for paying a USD1000 late payment penalty per month or part there-of to Seller.

5. DELIVERY PERIOD:

5.1 Unless otherwise stated in Seller's quotation, Seller will ship out the Goods within 45 days after receiving Buyer's Purchase Order. The method of shipment will be within the discretion of the Seller. The Goods will be deemed received by Buyer when delivered to the address specified in Buyer's Purchase Order.

5.2 If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents (including but not limited to failure to provide specifications and/or such other information as Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted by Seller accordingly. Any costs incurred as a result will be charged to Buyer.

6. FORCE MAJEURE:

6.1 Force Majeure of any kind, unforeseeable production, traffic or shipping disturbances, war, acts of terrorism, fire, floods, unforeseeable shortages of labor, utilities or raw materials and supplies, strikes, lockouts, acts of government, and any other hindrances beyond the control of the party obliged to perform which diminish, delay or prevent production, shipment, acceptance or use of the goods, or make it an unreasonable proposition, shall relieve the party from its obligation to supply or take delivery, as the case may be, as long as and to the extent that the hindrance prevails. If, as a result of the hindrance, supply and/or acceptance is delayed by more than four weeks, either party shall have the right to cancel the contract.

7. DELIVERY, RISK & TITLE:

7.1 Unless otherwise expressly stated in the Buyer's Purchase Order, the Goods will be delivered F.O.B Destination to the destination named in the Purchase Order. Risk of loss of or damage to the Goods shall pass to Buyer upon delivery as aforesaid and Buyer shall be responsible for insurance of the Goods after risk has so passed.

7.2 Title to the Goods shall pass to Buyer upon delivery in accordance with Clause 7.1.

8. POST-SALE SUPPORT:

PromoChrom Technologies Ltd.

8.1 “Warranty Period” begins 10 days after Product is delivered. The one-year warranty and any additional service contracts shall cover any defects of Repair Parts listed in the Post-Sale Order Guide which, under proper use, care and maintenance, which are reported to Seller within the Warranty Period, and which arise solely from faulty materials or workmanship. Consumable Parts listed in the Post-Sale Order Guide are covered for the first 90 days into the Warranty Period.

8.2 Defective items are to be shipped to Seller for repair at the cost of Buyer. The method of shipment will be within the discretion of the Buyer.

8.3 Repaired items will be delivered to Buyer at the cost of Seller. The method of shipment will be within the discretion of the Seller.

8.4 Goods replaced in accordance with Clause 8.1 shall be subject to the foregoing warranty for the unexpired portion of the Warranty Period or for 90 days from the date of their return to Buyer (or completion of correction in the case of Services), whichever expires the later.

8.5 Notwithstanding Clause 8.1, Seller shall not be liable for any defects caused by: non-compliance with Seller's storage, installation, operation or environmental requirements; lack of proper maintenance; any modification or repair not previously authorized by Seller in writing. Seller's costs incurred in investigating and rectifying such defects shall be paid by Buyer upon demand. Buyer shall at all times remain solely responsible for the adequacy and accuracy of all information supplied by it.

8.6 The warranty for defects is limited to the purchase price of the product.

9. INSTALLATION & TRAINING

9.1 Seller shall provide Buyer with video detailing the steps for installing and using Product.

9.2 Seller shall remotely support Buyer with installation and training make available assistance through phone, email or Skype.

10. SERVICE CONTRACTS

10.1 Buyer must purchase service contracts from Seller before the expiry of Buyer’s current warranty period. Payment and warranty coverage are in accordance with Clause 4 and Clause 8.

10.2 Purchased extended warranty will begin on the day after the expiry of Buyer’s current warranty period and effective through the number of days specified in Buyer’s Purchase Order.

11. RETURNS

No Product returns shall be accepted by Seller. Buyer will be given the opportunity during installation and training to validate Product and work out any necessary adjustments with Seller. Any system defects after installation will be covered under the one-year warranty in accordance to Clause 8.

12. SALES TAX

Buyer acknowledges and agrees that they are responsible for complying with all applicable state, local, and federal sales tax laws and regulations. The purchase price of Product does not include any sales tax. The Buyer shall be solely responsible for declaring, collecting, and remitting any required sales tax to the appropriate tax authorities. Seller shall not be liable or responsible for any sales tax obligations arising from the Buyer's purchase or use of Product.

Service Contract and Post-Sale Order Guide

All prices in the Post-Sale Order Guide are valid up to 365 days after the effective period of warranty or service contract.

SERVICE CONTRACT

PART NUMBER	DESCRIPTION	PRICE (US\$)	TERMS AND COVERAGE
SC1-SPE03	GOLD PLAN Extended warranty on parts and labor for one year.	4004	Gold service contract covers all repair parts, shipping and labor. It also includes shipping of the system back for factory repair if part replacement is not possible, during which a demo unit will be provided based on availability.
SC2-SPE03	SILVER PLAN Extended warranty on parts for one year.	2964	Silver service contract covers all repair parts only. Shipping and labor are not included. It does not cover shipping the system back for factory repair or provision of demo unit.

Service contracts do not cover any consumable parts. Service contracts can only be purchased when an existing warranty or service contract is still valid, and can be purchased for consecutive years. The terms are the same as described in Clause 8 of our Terms and Conditions of Sale.

Support will be available through email, phone or virtual call between 9am to 4pm pacific time, Monday to Friday, excluding British Columbia statutory holidays. Urgent support issues are typically handled within 1 hour when inquiry is directly sent to the assigned Support Chemist. The general support hotline is 1-833-772-4766 extension 2. On-site support is not included in the service contracts and will be quoted and scheduled as required.

REPAIR PARTS

PART NUMBER	DESCRIPTION	PRICE* (US\$)	TYP. CHANGE INTERVAL (mo.)	CAUSES OF DAMAGE
S03-V1	Valve 1 without stator	1645.80	36+	Wear of motor or malfunctioning of electrical components.
S03-V2	Valve 2 without stator	1645.80	36+	Wear of motor or malfunctioning of electrical components.
S03-VR1	PEEK rotor for valve 1	493.74	12-24	Wear or clog by particles from sample
S03-VR2	PEEK rotor for valve 2	548.60	12-24	Wear or clog by particles from sample

S03-VS1	Stainless Steel stator for valve 1	658.32	36+	Using high concentration of salts in reagents and not properly cleaning with water
S03-VS2	Stainless Steel stator for valve 2	658.32	36+	Using high concentration of salts in samples and not properly cleaning with water, or running samples with high particulates without filtering
S03-VS1-C	Ceramic stator for valve 1	1438.32	36+	Wear over time
S03-VS2-C	Ceramic stator for valve 2	1438.32	36+	Wear over time
S03-VS1-T	Stainless Steel stator for valve 1 with all tubing attached	822.90	36+	
S03-VS2-T	Stainless Steel stator for valve 2 with all tubing attached	987.48	36+	
S03-VS3-T	Stainless Steel stator for valve 3 with all tubing attached	987.48	36+	
S03-VS1-T-C	Ceramic stator for valve 1 with all tubing attached	1602.90	36+	
S03-VS2-T-C	Ceramic stator for valve 2 with all tubing attached	1767.48	36+	
S03-VS3-T-C	Ceramic stator for valve 3 with all tubing attached	1767.48	36+	
S03-PU	Pump set without syringe	877.76	18-36	Wear of motor, malfunctioning of electrical components
S03-PU-M48	48mm pump motor	384.02	18-36	Wear of motor
S03-PU-M40	40mm pump motor	329.16	18-36	Wear of motor
S03-TR	Tray motor with sensor	384.02	18-36	Wear of motor, malfunctioning of electrical components

S03-T5	Touch screen computer	526.66	36+	Malfunctioning of electrical components or software
S03-BM	Main board	636.38	36+	Malfunctioning of electrical components
S03-BS	Stepper motor drive board	526.66	24-48	Malfunctioning of electrical components
S03-CS-P40	Stepper motor chip for 40mm pump (Gen 3 without MOD-00P)	32.64	12-48	Malfunctioning of electrical components
S03-CS-P48	Stepper motor chip for 48mm pump	32.64	12-48	Malfunctioning of electrical components
S03-CS-V	Stepper motor chip for valves	27.44	12-48	Malfunctioning of electrical components
S03-CS-T	Stepper motor chip for tray	27.44	12-48	Malfunctioning of electrical components
S03-S-P	Sensor for pump	82.30	24-48	Malfunctioning of electrical components
S03-S-T	Sensor for tray	82.30	24-48	Malfunctioning of electrical components
S03-S-V	Sensor for valve	82.30	36+	Malfunctioning of electrical components
MOD004-R	Resonators for MOD-004	164.58	12-24	Brush wear in motor

CONSUMABLE PARTS

PART NUMBER	DESCRIPTION	PRICE** (US\$)	TYP. CHANGE INTERVAL (mo.)	CAUSES OF DAMAGE
S03-PS5	5-mL pump syringe, 4 pcs/pack	526.66	18-36	Dirt accumulation from direct extraction of samples with high sediment or plunger wear during operation
S03-PU-PS5	Full pump assembly with 5mL syringes	1536.08	18-36	Wear of motor or syringes
S03-CD-1/3/6	Adapters for 1/3/6mL cartridges, 8 pcs/set	87.78	18-36	Wear and tear from use
S03-CD-6/12/20	Adapters for 6/12/20mL cartridges, 8 pcs/set	87.78	18-36	Wear and tear from use

S03-TB	Sample extension tubing, 8 pcs/set	202.99	24-36	Contamination by sample matrix or clog by particles from sample.
MOD004-SA	Single-Line cap with spray nozzle and tubing for MOD-004, 8 pcs/set	746.10	24-36	Thread damaged from repeated use or sample line wear
MOD004-SA-C	Single-Line cap with spray nozzle (no tubing) for MOD-004, 8 pcs/set	570.54	24-36	Thread damaged from repeated use
MOD004-SA-L	Single-Line tubing with luer tips for MOD-004, 8 pc/set	175.55	24-36	Damage or clogging
MOD004-SA-D	Dual-line cap adapter with spray nozzle and tubing for MOD-004, 8 pcs/set	965.54	24-36	Thread damaged from repeated use or sample line wear
MOD004-SA-C-D	Dual-line cap adapter with spray nozzle (no tubing) for MOD-004, 8 pcs/set	724.15	24-36	Thread damaged from repeated use
MOD004-SA-L-D	Dual-line tubing with luer tips for MOD-004, 8 pc/set	241.38	24-36	Damage or clogging
MOD00P-SA	Integrated sample and rinse lines for MOD-00P	1049.93	24-36	Damage from handling or improper use
S03-PS-L	Pump syringe lubricant kit, 2mL vial and Q-tip applicator	13.17	24-36	For relubricating pump syringes during maintenance

*Prices do not include shipping unless covered under warranty or service contract. Shipping cost will be quoted during time of order or can be charged to your shipping account. Free shipping on orders \$1000 or more.

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**ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Board Meeting Documents**

Document Name: _____ **Project No.:** _____

Description: _____

Item Description:

Choose one:

Other: _____

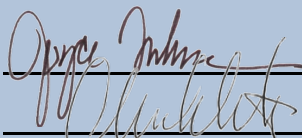





Action Requested:

Choose one:

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer		Date: 03/10/2025
Chief Operating Officer		Date: 03/10/2025
Claims Rep. – Risk Manager		Date: 03/10/2025
Comptroller	_____	Date: _____
Director of Administration		Date: 02-28-2025
Director of Distribution	_____	Date: _____
Director of Human Resources	_____	Date: _____
Director of IT	_____	Date: _____
Director of Production	_____	Date: _____
Director of Water Quality	_____	Date: _____
Executive Engineer		Date: 3/10/2025
General Counsel (Legal)		Date: 3/5/2025
Other: _____	_____	Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority  Date: 3/11/25

Remarks: The purchase order cost is \$23,315.50 with trade-in of old equipment.

Resolution Date: _____ **Item No:** _____

SOLE SOURCE JUSTIFICATION FORM

Requisition Item: Solid phase extraction instrument for PFAS/PFOA analysis

Purchase Order or Master Purchase Order Number: PO SB25-00003

Prior Purchase Order or Master Purchase Order Number (if item has been approved previously): SB20-00011

1. Please describe the item and its function: The instrument is used in conjunction with the Ion Chromatograph/Mass Spectrometer for the analysis of PFAS and PFOA compounds.

2. This is a sole source* because:

- Sole provider of a licensed or patented good or service.
- Sole provider of items that are compatible with existing equipment, inventory, systems, programs or services.
- Sole provider of goods and services for which the Authority has established a standard**.
- Sole provider of factory-authorized warranty service.
- Vendor/distributor is a holder of a used item that would represent good value and is advantageous to the Authority (please attach information on market price survey, availability, etc.).
- Sole provider of goods or services that will meet the specialized needs of the Authority or perform the intended function (please detail below or in an attachment).

3. What necessary features does this vendor provide which are not available from other vendors? Be specific. Promochrom is the only manufacturer 8 channel extraction system. All other manufacturers sell only 6 place extraction systems.

4. What steps were taken to verify that these features are not available elsewhere?

- Verification from manufacturer of sole source attached (current year).
- Other brands/manufacturers were examined (please list phone numbers and names and explain why these were not suitable).
- Other vendors were contacted (please list phone numbers and names and explain why these were not suitable).

SUBMIT TO DIRECTOR OF ADMINISTRATION FOR APPROVAL

Buyer's Signature: *Sabrina Figler* Sabrina Figler Date: 2/28/2025
 Buyer's Name _____
 Approved: *Savanya Hester* (Please Print) Date: 2/28/2025
 Director of Administration

* Sole Source: Only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.
 ** Procurement of items for which the Authority has established a standard by designating a brand or manufacturer or by pre-approving via a testing, shall be competitively bid if there is more than one vendor of the item.

13351 Commerce Parkway
Unit 1103
Richmond, BC V6X 3M5
Canada

Sole Source Letter

To:

James Figler
Senior Analytical Chemist
Erie County Water Authority
295 Main Street, Room 350
Buffalo, NY 14203-2494
Office: 716-685-8576

PromoChrom Technologies Ltd. confirms to the best of its knowledge that its product, the SPE-03 System, is the only 8-Channel Automated Solid Phase Extraction system that employs syringe pumps to fully automate EPA Methods 537.1/533/1633 and perform all extraction steps in parallel while meeting method background, recovery and repeatability requirements.

PromoChrom is the only manufacturer and direct seller of the SPE-03 system in North America.

Name Evan Chu

Signature



Position : Accounts Manager

Date February 28th, 2025