



World Class Air Monitoring Systems

April 18, 2013

Mr. Frank Whittaker
WV Department of Administration
2019 Washington Street East
Charleston, WV 25305-0130

RE: Response to the State of West Virginia Solicitation (#DEP16166) for Sulfur Dioxide Analyzers

Dear Mr. Whittaker,

American Ecotech is pleased to provide the following response to the above referenced solicitation. Should you have any questions on the information provided, please do not hesitate to contact us. Thank you for the opportunity to provide a response.

Sincerely,


John Farney
Bids Manager

04/22/13 09:43:18 AM
West Virginia Purchasing Division

American Ecotech LC
Factory D, 100 Elm Street
Warren, RI 02885
Tel: (877) 247-0403
Fax: (401) 537-9166
Email: info@americanecotech.com
Web: www.AmericanEcotech.com

World-Class Air Monitoring Systems



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

Solicitation

NUMBER
DEP16166

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

VENDOR

American Ecotech
 100 Elm Street, Factory D
 Warren, RI 02885-2045

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED:
 03/26/2013

BID OPENING DATE: 04/23/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	4	EA		885-95	\$12,708.00	\$50,832.00
S02 SULFUR DIOXIDE ANALYZERS						
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF AIR QUALITY (AQ) TO PURCHASE FOUR (4) CONTINUOUS SULFUR DIOXIDE (S02) ANALYZERS, TELEDYNE ADVANCED POLLUTION INSTRUMENTATION MODEL T100 OR EQUIVALENT.						
0002	1	LS		962-24-00-000	\$500	\$500
FREIGHT/SHIPPING						
***** THIS IS THE END OF RFQ DEP16166 ***** TOTAL:						\$51,332.00

SIGNATURE: TELEPHONE: 401-247-0100 DATE: 04/18/2013
 TITLE: Bids Manager FEIN: 020596781 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Continuous Sulfur Dioxide Analyzers

DEP16166

Bid Schedule

Vendors Name: American Ecotech, LC

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	AMOUNT
1.0	4	Continuous Sulfur Dioxide (SO2) Analyzers, Teledyne Advanced Pollution Instrumentation model T100 or equivalent.	LS	\$ 50,832.00
2.0	1	Freight/Shipping	LS	\$ 500.00
				\$
		TOTAL		\$ 51,332.00

Signature: _____

Date: 4/18/2013

RFQ No. DEP16166

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name American Ecotech, LC

Authorized Signature: [Signature] Date: 4/18/2013

State of Rhode Island

County of Providence, to-wit:

Taken, subscribed, and sworn to before me this 18 day of April, 2013.

My Commission expires 23 May, 2016, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: American Ecotech, LC

Signed: 

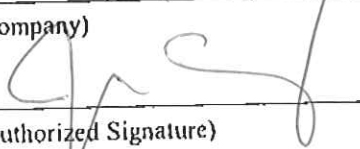
Date: 4/18/2013

Title: Bids Manager

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

American Ecotech, LC
(Company)


(Authorized Signature)

John Carney, Bid Manager
(Representative Name, Title)

401-247-0100 401-537-9166
(Phone Number) (Fax Number)

4/18/2013
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP16166

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:

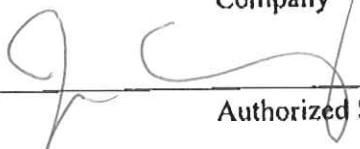
(Check the box next to each addendum received)

- | | |
|---|--|
| <input 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.

American Ecotech, LC

 Company



 Authorized Signature

4/18/2013

 Date

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

Response to Specifications

American Ecotech is providing clarification to certain specifications in the State of West Virginia Solicitation # DEP16166 for Sulfur Dioxide Analyzers. The analyzer meets any of the specifications not mentioned in this response. Also, included in this response is a brochure which highlights the Serinus 50 capabilities.

3.1.2.3 Must have multiple user-selectable ranges, 0-50ppb to 0-20ppm.

The Ecotech Serinus 50 utilizes an auto range feature which makes user-selectable ranges obsolete. The instrument simply needs to be calibrated across the largest possible expected range. The capabilities of the instrument remain the same regardless of the range that the instrument is operating.

3.1.2.4 Must have dual ranges and auto ranging.

The Ecotech Serinus 50 includes auto-ranging which makes dual ranging unnecessary.

3.1.2.8 Must have front Panel USB connections for peripheral devices and firmware upgrades.

The Serinus 50 features two USB connections on the analyzer, and a USB flash drive which enables quick updates of firmware. Peripheral devices are not necessary for operation of the instrument; however a Bluetooth connection is available for use with Android operating systems such as tablets or smartphones. This allows for a remote interface with the unit.

3.1.25 Must have analog outputs 10V, 5V, 1V, 0.1V DC Selectable

The Serinus 50 features standard 0-5V analog output.



A M E R I C A N
ECOTECH
 World Class Air Monitoring Systems

100 Elm St, Factory D (PO Box 311), Warren RI 02885
 EIN: 02-0596781
 Tel : 401-247-0100 , Fax : 401-537-9166
 Email : sales@AmericanEcotech.com
 Web : www.AmericanEcotech.com

Quotation

Date	Estimate #
4/18/2013	M9134

Proprietary Business
 Information

Purchaser
State of WV Dept of Admin, Purchasing Div. 2019 Washington Street East Charleston, WV 25305-0130

Item	Description	Qty
EC20050-SO2	Ecotech Serinus 50 Sulfur Dioxide (SO2) Analyzer with particulate filter (USEPA Equivalency Method EQSA-0809-188).	1
EO20003-Ozone-IntPump	Internal Pump Option for Serinus 10 Ozone Analyzer.	1
C020076	UV Lamp Assembly, for the Serinus 50 Series Analyzers	2
SE-E020204-KIT	Annual Maintenance Kit for Serinus 50 SO2 Analyzer.	1
H012116	Lens, UV (optical) Filter for Serinus 50 (formerly p/n002-035400)	4
T&C-AT	Terms and conditions of sale - refer next page.	

		Total USD	\$12,708.00
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TERMS AND CONDITIONS

GENERAL – American Ecotech L.C. (Seller) hereby offers for sale to the party as named on first page of this quotation (Purchaser), the products and/or services as listed on the face hereof (Product), on the express condition that Purchaser agrees to accept and be bound by the terms and conditions set forth herein. Issuance of Purchaser's written purchase order constitutes Purchaser's acceptance of this agreement, and this is the exclusive agreement of contract between Seller and Purchaser with respect to this Quotation. No waiver or other consent to modify the terms contained herein shall be binding unless the waiver or modification is listed in writing as an amendment to these terms and conditions, and is approved and signed by Seller and Purchaser. These terms and conditions and any approved waiver or modification are to be construed as setting precedence over any conflicting provision issued elsewhere.

QUOTATION – Quotation remains valid for 30 days. Upon issuance of purchase order, the Agreement between the Seller and Purchaser consists solely of this Quotation.

DELIVERY - Unless otherwise indicated in this Quotation/Response, shipping is FOB Shipping Point. Shipping charges, if included in this Quotation, may vary depending on cost of shipping at time of delivery. Delivery time is approximately 8 to 10 weeks. All proposed shipping dates are approximate and Seller does not accept any liability for delays in shipping. Seller reserves the right to reschedule shipping and Purchaser is not entitled to refuse delivery or otherwise be relieved of its obligations. Seller may elect to make partial shipments of Product, and to invoice for each Product separately. Products are normally shipped to Purchaser's nominated shipping address immediately upon completion of production, unless Purchaser requests in writing that Seller is to temporarily store and secure the finished Product at Seller's premises on Purchaser's behalf. Seller can only agree to temporarily store product under the proviso that Seller's invoice can be immediately issued upon completion of production, and that Seller's storage costs are reimbursed. All additional expenses including delivery scheduling changes requested by Purchaser, loading, off-loading, titling, licensing, state inspection, local duties, or taxes that may apply are solely the Purchaser's responsibility. The Seller must be notified of any shipping damages incurred within 5 business days following delivery to Purchaser. Purchaser remains responsible for any damages thereafter. Credit is not provided for damaged Products returned without prior consent of Seller.

PAYMENT TERMS - 30 days net from date of invoice. If payment is not received by due date, the customer shall be liable for interest on the balance due at a rate of 1.5% per month. All payments must be in the currency quoted and invoiced, unless otherwise agreed in writing. Seller accepts payment via company check, wire transfer, or credit card. Credit card payments exceeding \$5,000 may incur an additional 2% bank processing fee..

RETURNS - Approval by Seller is required before returning any product, and product returns are not accepted until a written notification by Seller is issued. All returned product is subject to inspection and approval by Seller prior to restocking. A minimum restocking fee of 25% will be assessed on the invoiced value of returned product. Product returns not accepted for items which were specifically manufactured or altered to customer specifications. Requests for return of product to Seller are not accepted beyond 30 days from date of original invoice.

WARRANTY - Seller warrants that the goods or work completed hereunder will conform to the description of goods or work in this Quotation and be of good quality, free from material defect, or software defect that may cause hardware or software to become permanently inoperable, and if services are provided those shall be performed in a professional and competent manner. Standard warranty period on Product is twenty-four (24) months from date of invoice, except for consumable items and/or components which are obtained by Seller from an original manufacturer or third party supplier. For those component parts, any warranty claim will be presented to the respective manufacturer for evaluation, and as such the total warranty terms may vary accordingly on those components. Replacement parts may be new or refurbished, at the discretion of the Seller. Goods under warranty repair may require return by Purchaser to the Seller's factory for evaluation of repair or replacement. Purchaser is responsible for Product transport costs associated with warranty repairs. Loss of time/use, inconvenience, rental of substitute equipment, loss of revenues, or other commercial loss is not included in this warranty. Warranty claims exclude Product damages caused by improper operation or use in a manner for which Product was not designed, overloading or improper load distribution, lack of preventative maintenance, improper storage, normal wear and tear, failure to secure equipment, any accident, disaster, or event of force majeure, excessive power surges, water damage, or any negligence or misuse by Purchaser or other operator. Seller reserves the right to determine whether a Product was misused in any way. Seller determines the validity of the Warranty claim. Warranty support is only valid within North America.

TECHNICAL SUPPORT - Technical support applicable to this quotation will be provided by phone or email by Seller to assist in warranty issue repair.

MISCELLANEOUS - Onsite support: Unless specifically itemized in the above quotation, onsite support is billed separately at Seller's standard daily rate (see attached rates schedule). Delays, including weather delays, in performing onsite duties that were not caused by Seller may incur additional labor and travel fees.

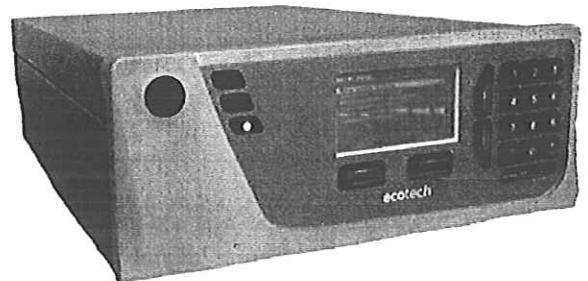
LIMITATION OF LIABILITY - Seller's liability for breach of warranty is limited to the cost to repair or re-supply the Product in accordance with the Warranty section listed above. Seller makes no other warranty express or implied. Seller's liability by reason of breach of contract, tort, or otherwise shall not exceed an amount equal to the lesser of (a) the total purchase price theretofore paid by Purchase to Seller with respect to the Product giving rise to such liability, or (b) Fifty thousand dollars (\$50,000). In no event shall Seller be liable for indirect, consequential, exemplary, or incidental damages even if advised of the possibility of such damages. Purchaser may not delegate any duties nor assign any rights or claims without Seller's written consent.

COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS - The articles purchased and the work performed hereunder shall conform to and be in compliance with all applicable laws, rules, and regulations and Purchaser shall indemnify, defend and hold harmless Seller from any and all liability, fines, and expenses, including attorney's fees, arising from failure to do so. The rights and obligations of the parties addressed by this Quotation shall be governed by the laws of the State of Rhode Island.

Revised 06/15/12

Serinus 50 SO₂ Analyzer

The new Serinus 50 Sulfur Dioxide (SO₂) analyzer is the next generation in ambient gas monitoring technology. The Serinus 50 Sulfur Dioxide analyzer uses proven UV fluorescent radiation technology to measure SO₂ in ambient air (LDL <0.3ppb, Range 0-20ppm). Combining several new technical advances and innovative features, the Serinus delivers Ecotech's renowned performance at excellent value.



Superior performance

- U.S. EPA approved (EQSA-0809-188)
- New zero volume fittings and flexible Teflon® tubing improves system integrity
- All new electronics suite delivers better performance and instrument reliability
- Advanced diagnostics and status indicator deliver better instrument status information
- New intuitive menu system with "Quick Menu" and easier to read advanced GUI
- New removable flash memory stores eight years of data, including up to 12 individual parameters, instrument settings and event logs

Lower Cost of Ownership

- More affordable to purchase, operate and maintain
- Utilizes low cost consumables, spare parts and accessories
- User selectable operating temperature range delivers reduced power usage and a lower carbon footprint

Reduced Maintenance

- Improved remote diagnostics and maintenance functions
- Extensive use of standard components across the Serinus range reduces the cost of spare parts, accessories and consumable items
- Improved remote instrument diagnostics and maintenance functions including calibration, parameter set-up, operational status etc.
- New "dual particulate filter" can reduce scheduled maintenance calls by up to 50%

***Serinus delivers the performance you need
at the price you want!***



A M E R I C A N
ECOTECH

WORLD CLASS
environmental
MONITORING

Specifications

Ranges:	0-20ppm (Autoranging)
Concentration Display:	User selectable mg/m ³ , µg/m ³ , ppm, ppb, ppt.
Noise:	< 0.15 ppb
LDL:	< 0.3 ppb
Linearity:	< 1% of full scale
Precision:	0.5 ppb or 0.15 % of reading (whichever is greater)
Zero Drift:	24 hours: < 0.5 ppb 7 days: < 0.5 ppb
Span Drift:	24 hours: < 0.2% of reading 7 days: < 1% of reading
Response time:	60 seconds to 95%
STP reference:	0°C, 20°C, 25°C at 101.3 kPa.
Sample Flow Rate:	675 cc/min
Temperature Range:	0°- 40 °C
Power:	99-132 VAC, 198-264 VAC 47-63 Hz
Dimensions:	17.3 in x 7 in x 24.4 in (w x h x d), 3.5 RU (440 x 178 x 620 mm)
Weight:	40.6 lbs (18.1 kg) (bench), 28.9 lbs (13.1 kg) (rack)

Communications

Communication ports:	USB port (digital communication) TCP/IP Ethernet Network connection (optional) RS232 Port 1: Digital Communication RS232 Port 2: Multidrop port 25 pin I/O port (Analogue outputs, Analogue inputs, Digital Status inputs, Digital Status Outputs)
Analogue Outputs:	Menu selectable current or voltage output 0-20mA, 4-20 mA. or 0-5 VDC Menu selectable offset of 0%, 5% or 10%. Auto-ranging from 0-50 ppb to 0-20ppm (between two user specified full scale values)
Analogue inputs:	3 analogue inputs, 0-5v, 160µV resolution
Digital Status inputs:	8 logic level inputs
Digital Status outputs:	8 open collector outputs

Data Logging

Removable USB flash memory that stores data in the following formats:

- Instantaneous data from: 1, 3, 5, 10, 30, or 60 minute intervals
- Average data from: 1, 3, 5, 10, 15, 30 minutes, 1, 4, 8, 12, or 24 hours.
- Data storage of 8 years of 12 parameters, 1 minute data on 1 gigabyte memory

Options

- Internal low power pump
- External AC powered pump (capable of operating 3 analyzers, excluding NO_x)
- Dual particulate filter
- TCP/IP network communication
- High pressure span/zero valves

Contact details:

Ph: (877) 247-0403

Fax: (401) 537-9166

Email: info@americanecotech.com Website: www.americanecotech.com



A M E R I C A N
ECOTECH

World Class Air Monitoring Systems