



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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.

Header

General Information

Procurement Folder: 130514

Procurement Type: Central Purchase Order

Vendor ID: VS0000007072

Legal Name: American Ecotech, LC

Alias/DBA:

Total Bid: \$35,453.04

Response Date: 09/23/2015

Response Time: 9:05

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP1600000012

Published Date: 8/31/15

Close Date: 9/24/15

Close Time: 13:30

Status: Closed

Solicitation Description: One Time Purchase S02 Sulfur
Dioxide Analyzers (3)

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 130514

Solicitation Description : One Time Purchase S02 Sulfur Dioxide Analyzers (3)

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-09-24 13:30:00	SR 0313 ESR09171500000001165	1

VENDOR

VS0000007072
 American Ecotech, LC

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

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	Continuous Sulfur Dioxide (SO2) Analyzers	3.00000	EA	\$11,817.680000	\$35,453.04

Comm Code	Manufacturer	Specification	Model #
41113113			

Extended Description : Continuous Sulfur Dioxide (SO2) Analyzers, Teledyne Advanced Pollution Instrumentation model T100 or equivalent.



September 22, 2015

Ms. Beth Collins
WV Department of Administration
2019 Washington Street East
Charleston, WV 25305-0130

**RE: Response to the State of West Virginia Request for Quotation
(#DEP160000012) for Sulfur Dioxide Analyzers**

SUBMITTED ELECTRONICALLY

Dear Ms. Collins,

American Ecotech is pleased to provide the following attachments to the above referenced request for quote we are submitting. The attachments include a detailed quotation, response to specifications, brochure of the instrumentation offered, and the required signed affidavits. 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 Carney
General Manager

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



Quotation

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

Date	Estimate #
9/22/2015	M10948

Proprietary Business
 Information

Purchaser
Ms. Beth Collins WV Department of Administration 2019 Washington Street E Charleston, WV 25305

Item	Description	Qty
E020050	Response to the State of West Virginia Purchasing Division Request for Quotation for purchase of SO2 Analyzers. Submission Deadline - 9/24/2015 13:30 Ecotech Serinus 50 Sulfur Dioxide (SO2) Analyzer with particulate filter (USEPA Equivalency Method EQSA-0809-188).	3
Discount - Product E020106	Product Discount on above line item Internal Pump Option, for Serinus 50 Analyzer.	3
Discount - Product E020101	Product Discount on above line item PCA (Ethernet) Network Port for Serinus Series Analyzers, for data downloaded and remote control	3
Discount - Product Shipping-Std	Product Discount on above line item Packing and Shipping	3
	SUB-TOTAL	
C050014	Requested Accessories Desiccant, 5 gram pack	12
F010006-01	5 Micron Filter Element (47mm), Consumable (50 ea.) for EC9800, ML9800 and Serinus Series Analyzers. RECOMMENDED for proper analyzer operation, these particulate filters should be replaced mthly. (Formerly p/n 98000098-1) - will be split into 3 separate containers to go with each analyzer Note - sample pump kits are not required for the internal sample pump	2
98000180-19	Orifice (20ML) for S50 & S55 analyzers	3
C020076	UV Lamp Assembly, for S50 Analyzers	6
H012116	Lens, UV (optical) Filter for EC9850, S50 & S55 Analyzers (formerly p/n002-035400)	12
Discount - Product	Product Discount on above required accessories	
	SUB-TOTAL	
T&C-AT	Terms and conditions of sale - refer next page.	

	Total USD	\$35,453.03
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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 **Serinus 50 Sulfur Dioxide (SO₂) analyzer** delivers precise and reliable performance at excellent value. It uses proven pulsed UV fluorescent radiation technology to measure SO₂ in ambient air (LDL <0.3ppb, range 0-20 ppm).



The Serinus range of analyzers have been designed using our experience and knowledge gained from operating large air quality monitoring networks for more than 35 years. The result; instruments that integrate seamlessly into continuous monitoring networks.

APPROVALS

- US EPA approval (EQSA-0809-188)
- EN approval (Sira MC 100168/03)

BENEFITS

- Guaranteed performance with a two year warranty.
- Minimizes time spent on site performing maintenance through superior remote instrument control, diagnostic viewing, and calibration.
- Comprehensive data logging and remote viewing of over 200 operational parameters.
- Versatile interfacing through RS232, USB, Bluetooth, analog, and optional TCP/IP.
- Easier set-up through an intuitive menu system with "Quick Menu," advanced GUI, and a new larger keypad with tactile keys.
- Instant display of operational status using illuminated traffic lights on the front panel.
- Removable flash memory stores 10 years of data, including up to 12 individual parameters and event logs. Operational parameters can also be transferred to memory for easy retrieval.
- Latest firmware updates can easily be installed using the USB flash memory drive.
- Programming, viewing, downloading, and emailing of data is made even simpler using Bluetooth connectivity combined with the "Ecotech Serinus Remote" Android App.
- Enhanced operator safety through the use of 12VDC internal voltages.
- Reduced cost of spare parts, accessories, and consumable items through extensive use of standard components across the Serinus range.
- Improved rack slide design makes accessing internal components and removing the analyzer from a rack cabinet easy.
- Sample pump versatility - choose either an external sample pump suitable for use by multiple analyzers or the optional low power internal pump.
- AQM system power usage can be reduced due to the instrument's low power demand and its ability to operate over a wide temperature range.

Specifications

Ranges:	Autoranging 0-20ppm (analog ranges 0-50ppb to 0-20 ppm)
Concentration Display:	User selectable mg/m ³ , µg/m ³ , ppm, ppb, ppt
Noise:	< 0.15 ppb
LDL:	< 0.3 ppb or 0.2% of concentration (whichever is greater)
Linearity:	< 1% of full scale
Precision:	0.5 ppb
Zero Drift:	24 hours: < 0.5 ppb 7 days: < 0.5 ppb
Span Drift:	7 days: < 0.5% of reading
Response time:	60 seconds to 95%
STP reference:	0°C, 20°C, 25°C at 101.3 kPa.
Sample Flow Rate:	725 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)
Weight:	40.6 lbs (18.1 kg)

Communications

Communication ports:	USB port (digital communication) Bluetooth (digital communication via Android App) TCP/IP Ethernet Network connection (optional) RS232 Port 1: Digital Communication RS232 Port 2: Multidrop port Protocols: Modbus RTU/TCP, Bavarian, EC9800, Advanced
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Inputs/Outputs:	25 pin I/O port 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) 3 scalable analogue inputs, 0-5v, 160µV resolution 8 logic level digital status inputs/8 open collector digital outputs
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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 10 years of 12 parameters, 1 minute data on 4 gigabyte memory

Options

- External AC powered pump (capable of operating 3 analyzers, excluding NOx)
- Internal long life, low power maintenance free pump (max. 6 watts)
- 12 VDC power supply, dual filter (particulate), TCP/IP network port
- High pressure span/zero valves
- Printed manual - electronic manual supplied with analyzer.

Response to Specifications

American Ecotech is providing clarification to certain specifications in the State of West Virginia Request for Quote # DEP1600000012 for Sulfur Dioxide Analyzers. The analyzer meets any of the specifications not mentioned in this response. The following shows the equivalent specifications which meet the State's requirements for measuring SO₂ in the ambient atmosphere.

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

The Ecotech Serinus 50 operates in the 0-20 ppm range and utilizes an auto range feature which makes user-selectable ranges obsolete. The instrument simply needs to be calibrated across the expected range. The capabilities of the instrument remain the same regardless of the range that the instrument is operating.

3.1.1.7 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.

3.1.1.13 Must have operating temperature range: 5° - 40°C (with EPA equivalency)

The Serinus 50 features an operating range of 0° - 40°C, and EPA equivalency across the range of 20° - 30°C which is the recommended operational range of ambient air monitoring instrumentation.

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

The Serinus 50 features standard 0-5V analog output with an option to switch to 10V analog output.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

CRFQ 0313 DEP 1600000012

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

Company



Authorized Signature

9/18/2015

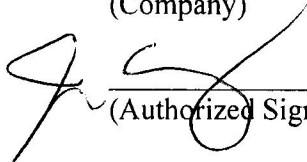
Date

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; 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.

AMERICAN ECOTECH
(Company)

 JOHN CARNEY, GENERAL MANAGER
(Authorized Signature) (Representative Name, Title)

401 247 0100 401-537-9166 9/18/15
(Phone Number) (Fax Number) (Date)

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 exceed 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:

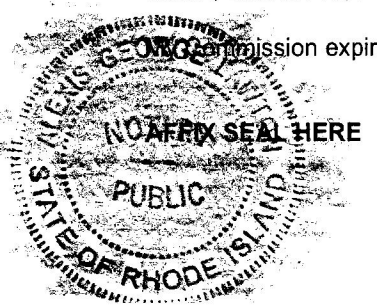
Vendor's Name: AMERICAN ECOTECH

Authorized Signature: [Signature] Date: 9/18/2015

State of Rhode Island

County of Bristol, to-wit:

Taken, subscribed, and sworn to before me this 18 day of September, 2015.



Alexis George Lawton, 2015
Notary Public, State of Rhode Island
My Commission Expires Dec 31, 2018
NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)