



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

Request for Quotation

RFQ NUMBER
DEP14157

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN 304-558-2157

RFQ COPY

Brentwood Industries Inc.
 610 Morgantown Road
 Reading, PA 19611

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/15/2009				

BID OPENING DATE: 11/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		890-52	\$ 109,949.00	\$ 109,949.00
<p>TUBE SETTLER SYSTEM & ACCESORIES/GLADY FORK</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO SUPPLY AND DELIVER A TUBE SETTLER SYSTEM FOR INSTALLATION BY OTHERS IN THE EXISTING SETTLING BASINS SUCH THAT THE EFFLUENT MEETS THE WV DEP'S IRON DISCHARGE LIMITS. THE SYSTEM IS TO BE COMPLETE WITH ALL THE REQUIRED TUBE MODULE ACCESSORIES SUCH AS PROTECTIVE SURFACE GRATING, BAFFLES, EFFLUENT TROUGH(S), WEIRS, AND SUPPORT SYSTEM AS SHOWN ON THE ATTACHED DRAWING AND SPECIFICATIONS.</p> <p>VENDOR SHALL HAVE 120 DAYS FROM THE DATE OF CONTRACT AWARD TO SUPPLY THE TUBE SETTLER SYSTEM TO THE AGENCY.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR</p>						

RECEIVED
 2009 NOV 16 A 10:07
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Kevin T. Rowe</i>	(KEVIN T. ROWE)	TELEPHONE 610-236-1139	DATE 11-13-09
TITLE PRODUCT MANAGER	FEIN 23-1658487	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
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CHUCK BOWMAN 304-558-2157

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VENDOR

Brentwood Industries, Inc.
 610 Morgantown Road
 Reading, PA 19611

SHIP TO

**ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/15/2009				

BID OPENING DATE: **11/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP14157</p> <p>BID OPENING DATE: 11/17/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 610-736-1239</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin T. Rowe</i> (KEVIN T. ROWE)	TELEPHONE 610-236-1139	DATE 11-13-09
TITLE PRODUCT MANAGER	FEIN 23-1658487	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 11/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- KEVIN T. ROWE -----						
***** THIS IS THE END OF RFQ DEP14157 ***** TOTAL:						\$ 109,949.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>KTR</i> (KEVIN T. ROWE)	TELEPHONE	610-236-1139	DATE	11-13-09
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TITLE	PRODUCT MANAGER	FEIN	23-1658487	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WV-36 Rev. 10/81	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Req. or P.O. No.: DEP14157
Vendor:	Brentwood Industries, Inc. 610 Morgantown Road Reading, PA 19611	Spending Unit: WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

Item No:	Quantity	Description	Unit Price	Amount
1.0	Lump Sum	Supply, delivery and initial on-site storage, to Glady Fork Mining, Inc., permit number D-35-82, vicinity of Buckhannon, WV (Upshur County), of a tube settler system, for installation by others. Also supply, deliver, and initially store all the tube module accessories such as protective surface grating, baffles, effluent trough(s), weirs, and support system as specified on attached drawings.		\$ <u>109,949.00</u>
		TOTAL		\$ <u>109,949.00</u>

Note:

1. The bidder shall have 120 day duration to supply the tube settler system, starting at the time of contract award.

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.

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: BRENTWOOD INDUSTRIES Signed: KT Rowe (KEVIN T. ROWE)
 Date: 11-13-09 Title: PRODUCT MANAGER

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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 <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: BRENTWOOD INDUSTRIES
Authorized Signature: KDR Date: 11-13-09



610 Morgantown Road
 Reading, PA 19611 USA
 Phone: (610) 374-5109
 Fax: (610) 376-6022



QUOTATION

Quotation To:
State of West Virginia
Dept. of Environmental Protection
Atten. Mr. Chuck Bowman

Project Name:
DEP 14157 Gladly Fork Mining, Inc.
Upshur County, WV

Quote Date: 11/12/09
 Bid Date: 11/17/09
 Project No: TS-042-09
 Quote No: WWT 2701
 Manufacturers Representative: Art Auchenbach
 Representative Firm: Riordan Materials Corp
 Phone: 215-628-9936
 Fax: 215-628-9979

Project Overview

Specification Section: DEP14157, REV. 5-26-09
 Equipment Included: Tube Settlers, Tube Settler Supports, Effluent Troughs, AccuGrid

Number of Basins / Clarifiers: 2
 Basin / Clarifier Size(s): 15' wide x 60' long
 Flow: 1 MGD each
 Tube Settler Area: 15' wide x 45' long
 Application Rate: 2 gpm/ft²

Quantity	Description	Price
Base Bid:		
	<u>AccuPac IFR-6024 Tube Settler Media, Potable Grade PVC, NSF Certified</u>	
3,616 cu.ft.	Total (48) tube settler modules, each 24" high x 24" wide x 96" long. Consisting of (24) modules for each basin. Total (40) tube settler modules, each 24" high x 24" wide x 120" long. Consisting of (16) modules for each basin. (10) spare modules 24" x 24" x 120" (10) installation waste modules 24" x 24" x 120" <i>Note: Our IFR-6024 tube settler modules are 100% uni-directional and have a vertical height of 24" with a tube length of 27.71". Tube settler modules are packaged and shipped on skids in closed vans to minimize damage and to facilitate handling.</i>	
	<u>HDPE AccuGrid Protective Surface Grating, NSF Certified</u>	
1,448 sq.ft.	Total (362) AccuGrid interlocking panels, each 1.25" high x 2' wide x 2' long. Consisting of (176) panels for each basin + (10) spare/installation waste panels. <i>Note: Brentwood has developed a unique, cost-effective means of providing additional protection to a tube settler system. Our potable-grade NSF-certified AccuGrid provides a protective layer from foot traffic and from repeated hydraulic impact which occurs during routine wash-downs. The one-piece, interlocking panels are strong, lightweight, economical and easy to install. AccuGrid protective surface grating will extend the useful life of the tube settlers by 2-3 times.</i>	

Tube Settler Support System

2 systems T-304 stainless steel support system for IFR-6024 tube settler modules. Each basin consists of (3) full ladder supports and (4) half ladder supports.

Note: Support system includes supports channels, brackets and fasteners.

FRP Effluent Trough System - NSF Certified

2 systems Total of (4) FRP round bottom effluent troughs, (4) per system. Each trough is approximately 12" wide x 12" deep x 45' long with adjustable V-notched weirs.

Note: The trough system includes required hardware.

Delivery & Storage Prep

As Required Delivery and initial on-site storage as specified in spec section "Delivery, storage & handling" B. Storage or factory storage until material is required for installation.

Note: Factory storage is available with delivery as required for installation to minimise the risk of material damage. Brentwood's manufacturing facility is located in Martinsburg, WV so material can be shipped for next day delivery. Brentwood Industries can co-ordinate with the installation contractor to meet his delivery requirements.

Technical Supervision

If Required A maximum of (2) eight hour workdays within a maximum of (1) trip - If Required

Note: Technical supervision listed above does not have a value if not provided. Additional supervision beyond what is provided is available at a daily rate of \$500 USD plus expenses including but not limited to boarding, lodging & airfare in actual. A minimum 2 week advanced notice is required for scheduling.

Total for all of the above: USD \$109,949

Inclusions:	
Submittals:	3 - 4 weeks after the receipt of agreed purchase order.
Delivery:	12 -14 weeks after the receipt of approved submittals.
Freight:	Freight allowed to jobsite in Upshur County, WV
Payment Terms:	Net 30 days on each monthly progress invoice, subject to approval by our credit department.
Quote Validity:	Valid for orders before 60 days and shipments made before 180 days from the date of this quotation.
Taxes, GST, PST, Custom Fees:	None Included. Customer is responsible for any and all taxes unless otherwise specified.
Warranty:	Standard one year.
Special Terms:	None
Exceptions to Standard Terms:	None
Exceptions to Specs:	Proposal based on standard Brentwood tube settlers, supports, effluent troughs and AccuGrid protective surface grating. Product specifications and example of typical support system attached. Project specific drawings will be provided in submittal packet.

QUOTATION

Standard Terms Of Sale

- A. Price is contingent upon this quotation being made part of the purchase order and that any additional terms would be negotiated at the time of this issuance, subject to our acceptance.
- B. Media off loading at the jobsite, proper storage (if required), installation inside the basins, removal and disposal of any packaging material and/or leftover/wastage of material at the job site is responsibility of Buyer. Seller is unable to accept any return of media. Media is manufactured project specific.
- C. Our scope of work excludes any field trimming or other modifications, which may be required to fit the basin(s); these are the responsibility of the Buyer.
- D. Scope of Technical supervision excludes any process startup, operation, process testing, or process performance guarantees. Equipment provided is static and has no moving parts.
- E. Modules will be palletized & packaged on wooden skids and shipped in closed vans to minimize damage and to facilitate handling. Price includes the cost of such packaging. Disposal of packaging is the responsibility of the Buyer.
- F. Shipment is via common carrier closed van trailers and seller is not responsible for delivery delays to the jobsite. Seller and Buyer will determine mutually agreeable delivery schedule at least 8 weeks prior to the first scheduled shipment. Seller requires 60 day advance notice to any changes to the schedule.
- G. Any additional technical supervision beyond that quoted can be provided at an additional cost of \$500 USD per day plus expenses including but not limited to boarding, lodging & airfare in actual. A minimum two week advance notice is required for scheduling.
- H. We will provide our standard structural warranty against defects in material and workmanship for a period of one year from the date of installation or fourteen months from date of shipment (whichever is earlier), and we take exception to any other warranty terms.
- I. Seller is not liable for any liquidated damages. Total liability under the theory of law is limited to the sale price quoted above.
- J. In the event of a cancellation by Buyer, payment will be made to Seller for material purchased, work in progress and any finished material at time of cancellation.
- K. Any delay in acceptance of the media beyond agreed upon delivery schedule may result in price increase to cover additional storage, manufacturing or freight costs.
- L. All delinquent accounts are subject to our current interest rate of 1-1/2% per month in addition to any incurred collection costs, attorney fees and/or court costs. Venue for resolution of any disputes shall be the county where Brentwood Industries is located.
- M. Scope of supply includes structural support calculations if support system is being provided. Our scope of supply does not include PE sealed calculations. This is the responsibility of the buyer.

Sincerely,

Kevin T. Rowe

Kevin T. Rowe
Sales Engineer
Water & Wastewater Division
610-236-1139



Conditions: The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Seller. All quotations and agreements are contingent upon strike, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on the date of quotation and are subject to change by the Seller before final acceptance. Typographical and stenographical errors are subject to correction. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may

Clarification / Exception to Specification

**DEP14157
GLADY FORK MINNING, INC.
UPSHUR COUNTY, WV**

◆ **Specification Section 3.01 Design Parameters and Specification Section 3.03
Warranty**

Brentwood Industries guarantees the tube settlers proposed will produce a quiescent flow pattern in the settling basins and reduce vertical turbulences aiding in the settling of the iron floc. The bench scale studies performed indicate that with the addition of a nonionic polymer in addition to the PAC reduced the soluble iron to below the levels of 0.5 mg/l. Brentwood's tube settlers are designed to a low Reynolds number to maintain laminar flow and are uni-directional to minimize mixing currents thus allowing optimal settling conditions. In review of the project design we recommend the direction of the tube settlers be reversed so that they lead towards the effluent wall in lieu of the influent wall so as not to disturb the natural flow of the water possibly creating turbulence.

Brentwood Industries cannot guarantee the effluent iron levels leaving the tube settlers or the overall effluent iron levels of the plant. All dynamics that affect the settlability of the particles are outside the control of Brentwood Industries such as temperature, influent turbidity, PH, unknown constituents, polymers, flocculator speed, plant flow etc. With proper plant operation the tube settlers can perform as planned to aid in achieving a plant effluent of 0.5 mg/l of iron provided consistant influent floc parameters are maintained through proper chemical dosing, mixing speeds, detention time, PH control, consistant temperature and consistant influent turbidity.

Kevin T. Rowe

Sales Engineer
Potable Water Technologies Group
Brentwood Industries
Tel. - 610-236-1139
Fax - 610-736-1280
<mailto:krowe@brentw.com>

BRENTWOOD INDUSTRIES, INC.
610 Morgantown Road (19611)
P.O. Box 605
Reading, PA 19603 USA

phone: (610)-374-5109
fax: (610)-376-6022



Close window to
exit NSF Listings.

NSF Product and Service Listings

These Listings were Last Updated on **Friday, November 13, 2009** at 4:15 AM Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Warning: NSF is concerned about fraudulent downloading and manipulation of website text. If you have received this listing in hard copy, always confirm this certification/listing information by going directly to <http://www.nsf.org/Certified/PwsComponents/Listings.asp?Company=73580&Standard=061> & for the latest most accurate information.

NSF/ANSI STANDARD 61 Drinking Water System Components - Health Effects

NOTE: Unless otherwise indicated for Materials, Certification is only for the Water Contact Material shown in the Listing. Click here for a list of Abbreviations used in these Listings.

BRENTWOOD INDUSTRIES

610 MORGANTOWN ROAD
P.O. BOX 605
READING, PA 19603
800-322-7460
610-374-5109
Visit this company's website

Facility : GLENDALE, AZ

Mechanical Devices

Trade Designation	Size	Water Contact Temp	Water Contact Material
Miscellaneous Process Devices/Components IFR6000 "Series" Tube Settler Modules	[1]	CLD 23	PVC

[1] Certified for a flow of 0.5 gallons per minute per square foot and greater.

Facility : HOPE, AR

Mechanical Devices

Trade Designation	Size	Water Contact Temp	Water Contact Material
Miscellaneous Process Devices/Components IFR6000 "Series" Tube Settler Modules	[1]	CLD 23	PVC

[1] Certified for a flow of 0.5 gallons per minute per square foot and greater.

Facility : EASTON, PA

Mechanical Devices

Trade Designation	Size	Water Contact Temp	Water Contact Material
Miscellaneous Process Devices/Components Accu-Grid "Potable Grade" Tube Settler Surface Grating	[1]	CLD 23	HDPE

[1] Certified for a minimum daily flow of 0.15 gal/min/sq. ft.

Facility : READING, PA

Mechanical Devices

Trade Designation	Size	Water Contact Temp	Water Contact Material
Miscellaneous Process Devices/Components Polychem Non-Metallic System/ Rectangular Clarifier Collector System	[1]	CLD 23	MLTPL

[1] Certified for use in tanks 120,000 L and greater in water treatment plants with a minimum daily flow of 1,800,000 L.

Facility : MARTINSBURG, WV

Mechanical Devices

Trade Designation	Size	Water Contact Temp	Water Contact Material
Miscellaneous Process Devices/Components CF-1900 Potable PVC Media Module	[1]	CLD 23	PVC
IFR6000 "Series" Tube Settler Modules	[1]	CLD 23	PVC

[1] Certified for a flow of 0.5 gallons per minute per square foot and greater.

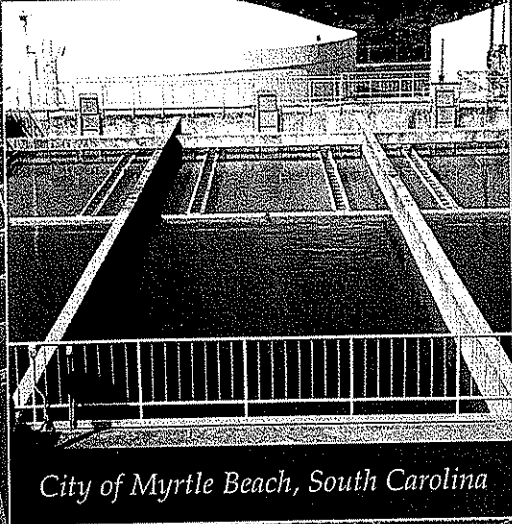
Number of matching Manufacturers is 1
 Number of matching Products is 6
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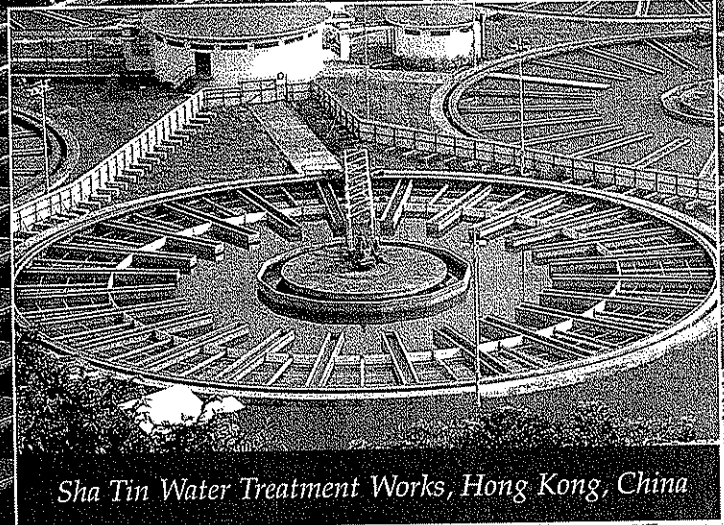
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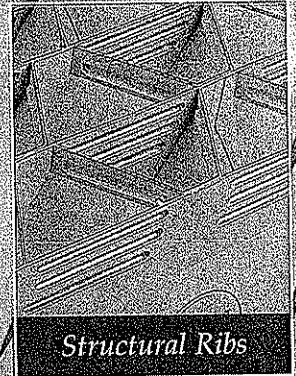
ACCU-PAC TUBE SETTLERS



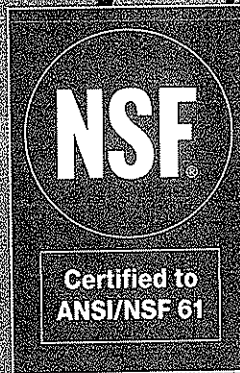
City of Myrtle Beach, South Carolina



Sha Tin Water Treatment Works, Hong Kong, China



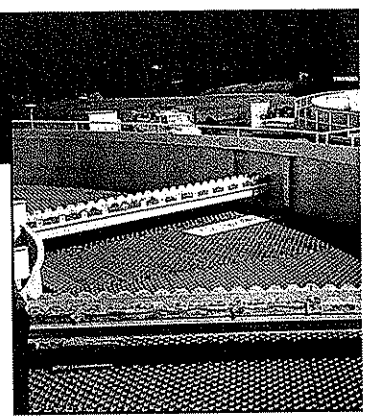
Structural Ribs



AccuPac®

6000-Series Tube Settlers improve plant efficiency and quality for water clarification in potable water and wastewater applications.

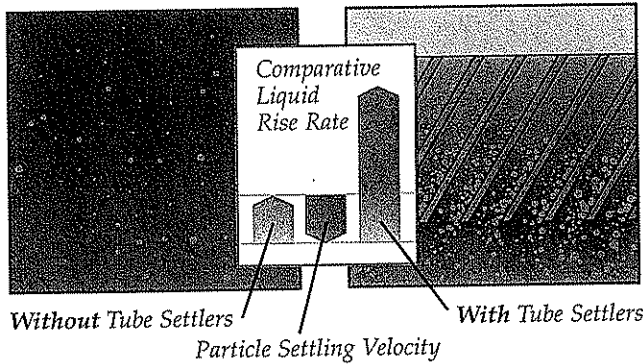
 **BRENTWOOD**
INDUSTRIES



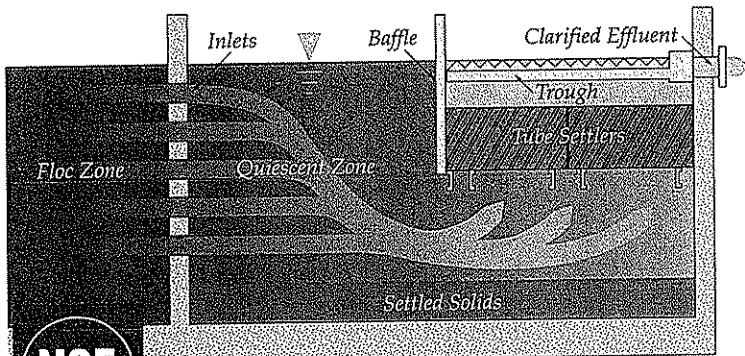
*New Jersey-American Water Co.
Tinton Falls, New Jersey*

WHY TUBE SETTLERS?

Brentwood tube settlers offer an inexpensive method of upgrading existing water treatment plant clarifiers and sedimentation basins to improve performance. They can also reduce the tankage/footprint required in new installations or improve the performance of existing settling basins by reducing the solids loading on downstream filters.



Tube settlers capture the settleable fine floc that escapes the clarification zone beneath the tube settlers and allows the larger floc formed to travel to the tank bottom in a more settleable form. The tube settler's channel collects solids into a compact mass which promotes the solids to slide down the tube channel.



NSF

Certified to
ANSI/NSF 61

Made of lightweight, NSF-certified PVC, Brentwood tube settlers can be easily supported with minimal structures that often incorporate the effluent trough supports. They are available in a variety of module sizes and tube lengths to fit any tank geometry, with custom design and engineering offered by Brentwood as well.

BRENTWOOD INDUSTRIES

Brentwood Industries, Inc.
Mailing Address P.O. Box 605, Reading, PA 19603, USA
Shipping Address 610 Morgantown Rd., Reading, PA 19611
Phone 610.236.1100 Fax 610.736.1280
Email wwsales@brentwoodindustries.com
Website www.BrentwoodProcess.com

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ADVANTAGES OF TUBE SETTLERS

The advantages of tube settlers can be applied to new or existing clarifiers/basins of any size:

- Clarifiers/basins equipped with tube settlers can operate at 2 to 4 times the normal rate of clarifiers/basins without tube settlers.
- It is possible to cut coagulant dosage by up to half while maintaining a lower influent turbidity to the treatment plant filters.
- Less filter backwashing equates to significant operating cost savings for both water and electricity.
- New installations using tube settlers can be designed smaller because of increased flow capability.
- Flow of existing water treatment plants can be increased through the addition of tube settlers.
- Tube settlers increase allowable flow capacity by expanding settling capacity and increasing the solids removal rate in settling tanks.

6000-SERIES

TUBE SETTLER	VERTICAL HEIGHT	TUBE LENGTH	DESIGN APPLICATION RATE
IFR-6041	41" (104 cm)	47" (119 cm)	3.5 gpm/ft ² (8.5 m/hr)
IFR-6036	36" (91 cm)	42" (107 cm)	3.0 gpm/ft ² (7.3 m/hr)
IFR-6030	30" (76 cm)	35" (89 cm)	2.5 gpm/ft ² (6.1 m/hr)
IFR-6024	24" (61 cm)	28" (71 cm)	2.0 gpm/ft ² (4.9 m/hr)

COMPLETE TUBE SETTLER SYSTEMS

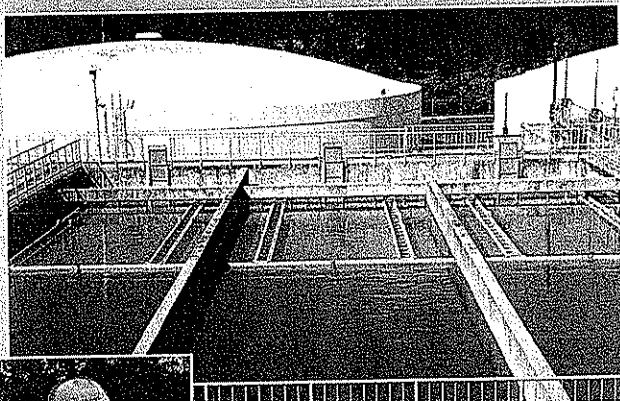
Brentwood provides complete engineered tube settler systems, including tube settlers, supports, baffles, troughs & weirs, and protective surface grating. The advantages of a Brentwood installation are:

- **Single source responsibility.** Avoid problems with coordination of engineering, installation, and pricing of different components.
- **Save money** by purchasing an economical, packaged system.
- **Exclusive products and features**, like AccuGrid Protective Surface Grating and integrated structural ribs, provide unique benefits to the tube settler system.
- **Extensive engineering experience** in both plastics design and water treatment technologies are utilized in every system we design.

ACQUA D'ORO

SUCCESS STORY

The City of Myrtle Beach Surface Water Treatment Facility has 5 settling tanks, each with an original design flow capacity of 5 MGD. Each tank is 60' wide x 120' long x 15.5' deep, divided into three 20' passes. The sedimentation process was a major component that needed to be upgraded or expanded to increase the plant's rated capacity to meet current and future flow predictions. Enhanced settling was required because the 4-hour detention time was not being met at 30 MGD. After reviewing all available options, the City of Myrtle Beach SWTF decided to purchase and install Brentwood IFR-6024 Tube Settlers in each of the 5 settling basins.



"After less than a year in operation, our Brentwood Tube Settler System:

- *Increased our flow capability (approved plant capacity) from 30 MGD to 40 MGD*
- *Contributed significantly to historically-low settled water turbidity*
- *Reduced chemical coagulant usage*
- *Improved overall filter performance*
- *Allowed us to reduce the state Department of Health and Environmental Control (DHEC) mandated basin retention times from 4 hours to approximately 2.5 hours*
- *Allowed greater operating flexibility for the plant staff."*

Sam Scialdone

Sam Scialdone
Plant Superintendent

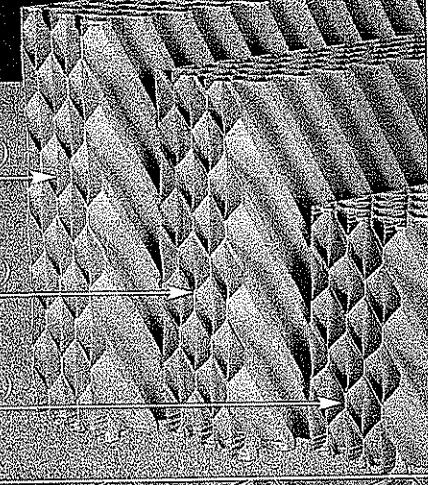
TUBE SETTLER SYSTEMS

6000-SERIES

IFR-6041 (nom. 4 ft.)

IFR-6036 (nom. 3 ft.)

IFR-6024 (nom. 2 ft.)



NSF

NSF

Certified to
ANSI/NSF 61

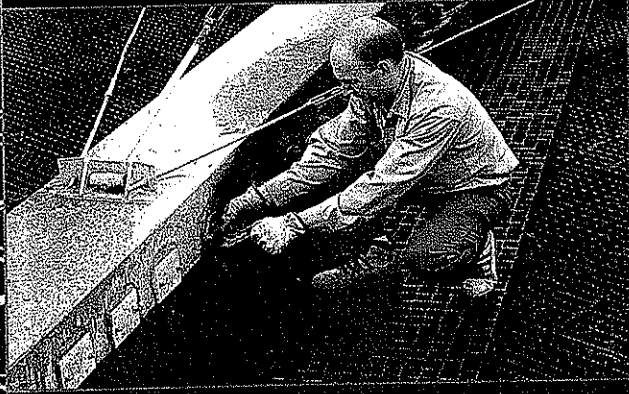
BRENTWOOD
INDUSTRIES

Brentwood offers complete Tube Settler Systems, Media, Supports, Baffles, Surface Grating, Troughs, and Weirs.

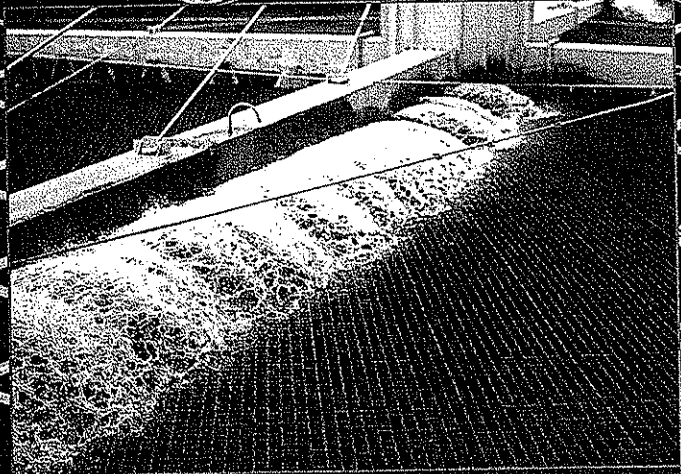
ACCUGRID

BIO-GRATING

Non-skid surface



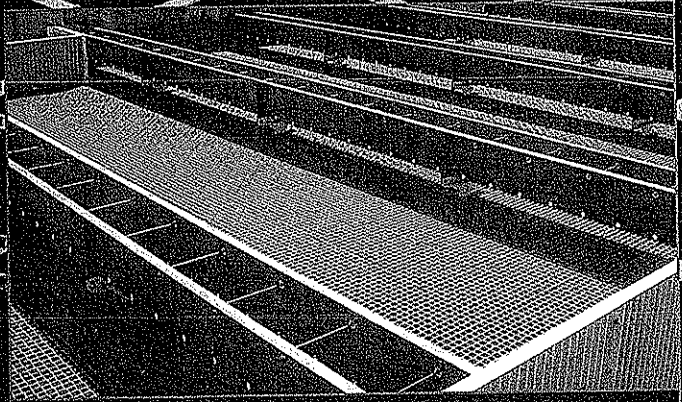
Facilitates operator access



Minimizes hydraulic impact on media



Self-locking panels



*NSF-approved option
for use with Tube Settlers*

AccuGrid®

Bio-Grating provides a strong, economical, protective non-skid surface on top of biological trickling filter media or tube settlers

 **BRENTWOOD**
INDUSTRIES

ACCUGRID[®] BIO-GRATING

AccuGrid[®] Bio-Grating interlocking panels provide a protective layer from foot traffic, hydraulic impact, and UV degradation on top of biological trickling filter media or tube settlers. AccuGrid can be used in rectangular or circular tank configurations, for new or existing installations.

- **STRONG**

AccuGrid panels are designed to support foot traffic when placed directly over trickling filter media or adequately-supported tube settlers and are ideal for service walkways. The 2" x 2" (50 mm x 50 mm) grid pattern is sufficiently durable to act as a dampening system for hydraulic impact. These panels are molded of corrosion-resistant polypropylene or HDPE for superior strength and maximum service life for the grating *and* the media.

- **ECONOMICAL**

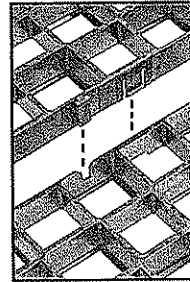
Cost-effective opportunity to cover the entire media surface, providing complete access to all areas of the distribution system.

- **UV PROTECTION**

UV-stabilized to inhibit UV degradation of the grating and to provide additional protection for the underlying media from extended exposure to sunlight.

- **SUREFOOT SURFACE**

AccuGrid has a unique, non-skid walking surface, designed for foot traffic and improved safety of operators/employees.

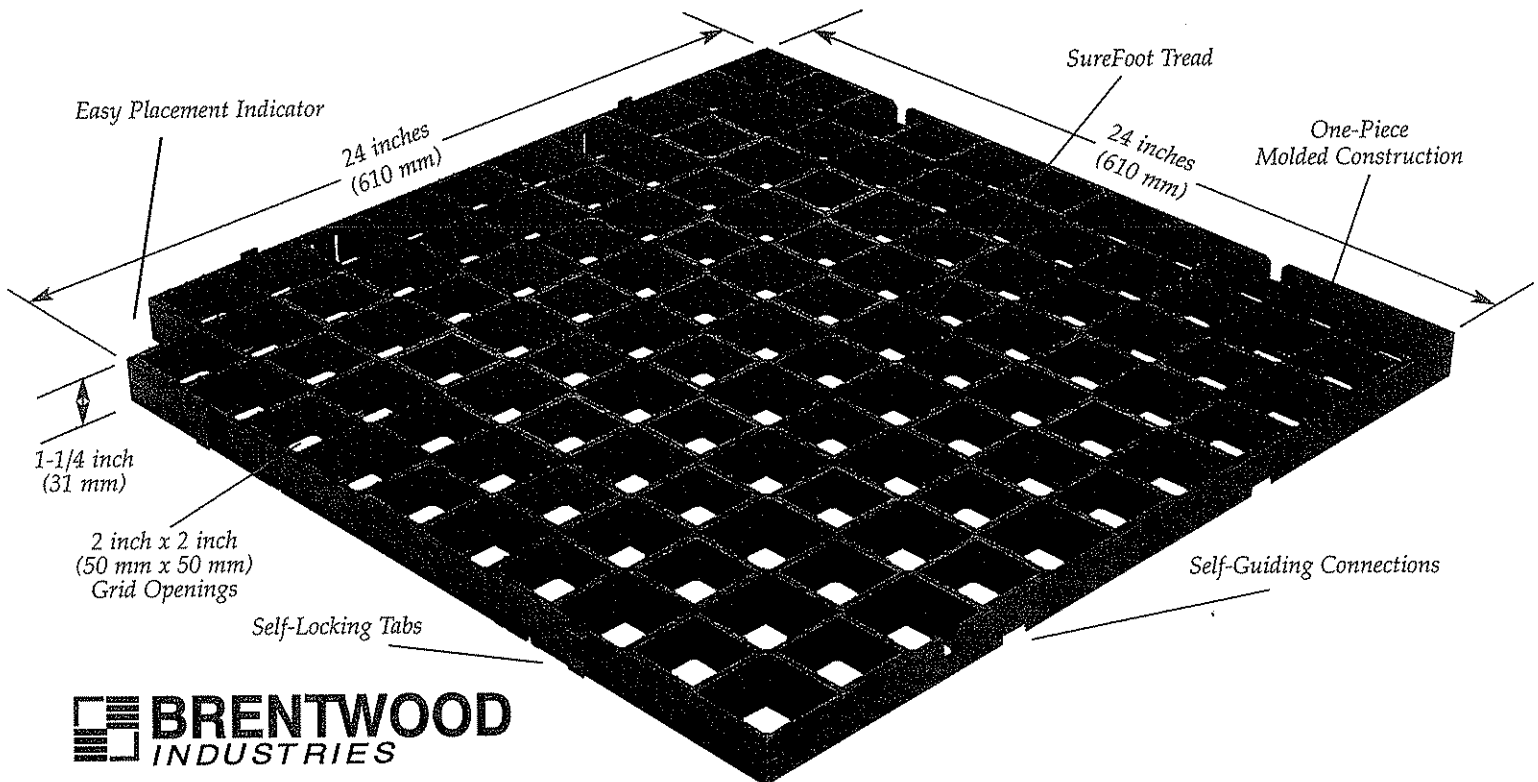


- **EASY TO INSTALL**

AccuGrid's innovative design uses one-piece construction of molded self-guiding connections to join the panels together. Easy to cut to size ... no edge sealing required. No additional hardware eliminates problems with loosened or dropped fasteners, reducing installation time and labor.

- **PRODUCT OPTIONS**

PRODUCT	COLOR	MATERIAL	SPECIFIC GRAVITY	APPLICATION
WG2424-BLK	Black	Polypropylene	0.91	Non-Submerged
WG2424-BLU	Blue	Filled HDPE	1.5	Submerged NSF-Approved



Brentwood Industries, Inc.
 Mailing Address P.O. Box 605, Reading, PA 19603, USA
 Shipping Address 610 Morgantown Road, Reading, PA 19611
 Phone 610.236.1100 Fax 610.736.1280
 Email wwsales@brentwoodindustries.com
 Website www.BrentwoodProcess.com



CORPORATE OFFICE

November 12, 2009

To Whom It May Concern:

Brentwood Industries, Inc., a privately held corporation since 1965, successfully owns and operates a total of four manufacturing facilities throughout the United States, employing approximately 533 employees in total.

Our facility, located at 793 Corning Way, Martinsburg, WV, has been in operation since 1995 and provides steady employment for over 100 employees. Upon our last monthly report to the Bureau of Labor Statistics, our actual employee count in this facility was 102, which include 27 female and 95 production workers.

For more information about our company, please visit our website at www.brentwoodindustries.com.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Miller", is written over a light blue horizontal line.

Lanette Miller, SPHR
Human Resources Manager
Corporate Office

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