



# FRIENDS OF THE CHEAT

1343 North Preston Highway | Kingwood, WV 26537 | [www.cheat.org](http://www.cheat.org)

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## REQUEST FOR PROPOSALS

A DESIGN PROJECT

**“Sovern 62”** Acid Mine Drainage Passive Treatment System  
Improvements Project

Preston County  
Valley Point, West Virginia

December 16<sup>th</sup>, 2022

**TABLE OF CONTENTS**

**INTRODUCTION..... 1**

**PROJECT OVERVIEW ..... 1**

**Water Quality Information..... 4**

**Conceptual Design ..... 9**

**Anticipated Scope of Work ..... 10**

**Anticipated Design Services..... 11**

**Anticipated Environmental Services..... 11**

**Anticipated Construction Services ..... 11**

**PROCUREMENT OVERVIEW..... 11**

**Estimate Contract Value ..... 12**

**Procurement Schedule and Project Milestones..... 12**

**Friends of the Cheat’s Point of Contact and Project Reference..... 12**

**RFP DOCUMENTS..... 13**

**Offeror’s Pre-Submittal Responsibilities and Representations..... 13**

**Pre-Proposal Meeting ..... 14**

**CONTENTS OF PROPOSALS ..... 14**

**Proposal Checklist ..... 14**

**Letter of Submittal..... 14**

**Offeror’s Qualifications..... 15**

**Acknowledgment of Receipt of RFP, Revisions, and/or Addenda ..... 15**

**Disadvantaged Business Enterprises (DBE)..... 15**

**Proposal Schedule ..... 15**

**Proposal Evaluation Criteria ..... 15**

**Review of Water Quality Data (10 points maximum) ..... 16**

**Design Concept (30 points maximum) ..... 16**

**EVALUATION PROCESS FOR PROPOSALS ..... 17**

**Proposal Evaluation Factors..... 17**

**PRICE PROPOSAL ..... 17**

**PROPOSAL SUBMITTAL REQUIREMENTS..... 18**  
    **Format..... 18**

**QUESTIONS AND CLARIFICATIONS ..... 18**

**AWARD OF CONTRACT, PROPOSAL VALIDITY, AND CONTRACT EVALUATION**  
**..... 19**

**Negotiations and Award of Contract ..... 19**

**Proposal Validity..... 19**

**Contract Execution ..... 19**

**NO ASSUMPTION OF LIABILITY ..... 19**

## **INTRODUCTION**

Friends of the Cheat (FOC) is a 501(c)(3) non-profit organization located in Kingwood, West Virginia. FOC is dedicated to the restoration, preservation, and promotion of the Cheat River watershed. FOC requests submittals of Design proposals for professional services necessary to accomplish the planning, permitting, design, construction procurement, and construction oversight for the “Sovern 62” Project near Valley Point, West Virginia. This Request for Proposals (RFP) is issued to those entities which submitted Statement of Qualifications (SOQs) pursuant to FOC’s Request for Qualifications (RFQ) or have been previously approved by FOC and were invited to submit proposals in response to this RFP. The purpose of this RFP is to determine which short-listed Offeror will be awarded the design contract for the project.

The Project Priorities are:

- Review of Water Quality Data – analysis and interpretation of water quality data collected at project site;
- Conceptual Design – design of Best Management Practices (BMPs) to achieve the project-specific goals;
- Justification of BMPs – sufficient consideration and justification of BMPs for the project, and;
- Feasibility and Operations and Maintenance – efficient design to reduce the need for future inspection and maintenance, providing FOC full confidence in the Project’s long-term performance and durability.

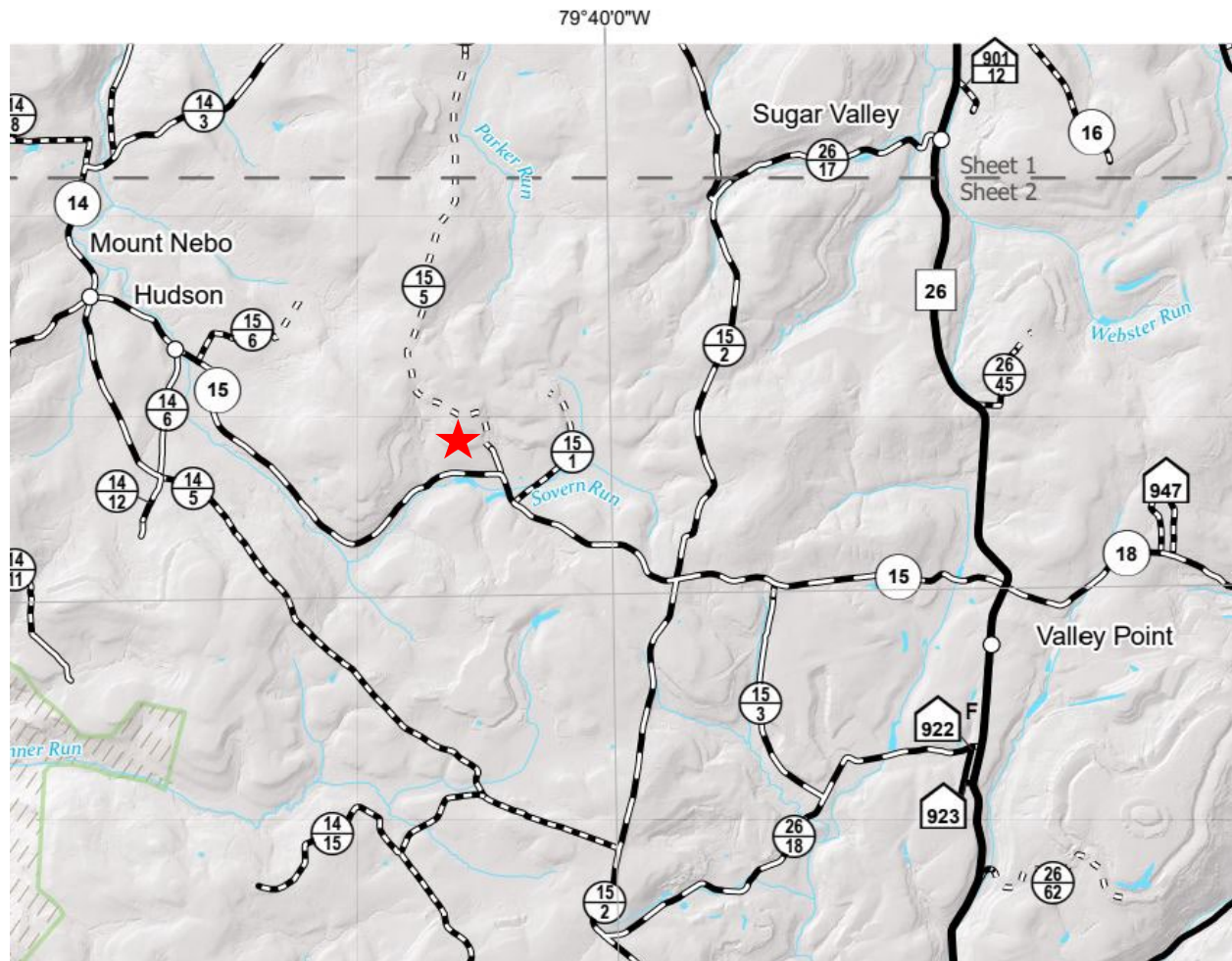
## **PROJECT OVERVIEW**

The Project is located in Preston County (Figure 1), near Valley Point, West Virginia, located off of Bishoff Farm Road (CR 15/5, approximate coordinates: 39.594254, -79.6761930). To access the site from Interstate 68, take Exit 23 for Bruceton Mills and head south on Route 26. Continue on Route 26 for 5.3 miles. Turn right onto Hudson Road (CR 15) and continue for 2.4 miles. Take a slight right onto Bishoff Farm Road (CR 15/5) and continue 0.3 miles. The site is visible from the road and can be accessed on the west side of the road.

The Project involves the design of improvements to a passive AMD treatment system to treat mine water discharging to Sovern Run from an abandoned mine site. Sovern Run flows into Big Sandy Creek, which then flows into the Cheat River in Preston County. Big Sandy Creek hosts a viable fishery and is nationally renowned for river recreation. Sovern Run is also used recreationally by experienced whitewater boaters, and in recent years, fish and other aquatic organisms have been observed after decades of clean-up efforts to address acid mine drainage from abandoned mine lands. As such, Friends of the Cheat and its partners have targeted restoration activities in the Sovern Run watershed over the last decade.

According to the Final Cheat Metal pH TMDL Allocations spreadsheet published by WVDEP in 2011, acid mine drainage loads entering Sovern Run from the site (AML Discharge MC27F100-6) are approximately 288 pounds per year of aluminum and 175 pounds per year of iron. However, when averaging loadings generated from samples collected in 2022, FOC found an average of 10,154 pounds per year of acidity, 1,082 pounds per year of dissolved aluminum, and 365 pounds per year of total iron. The maximum loadings found in 2022 were 13,222 pounds per year acidity, 1,459 pounds per year dissolved aluminum, and 476 pounds per year of total iron. Measures of success for the Project are defined as 1) 80% or greater of the average loads calculated by FOC for 2022, and; 2) the system effluent meeting water quality standards for pH, aluminum, and iron.

Project Location Map – Preston County Highway Map  
“Sovern 62” Acid Mine Drainage Passive Treatment System Improvements Project



**Figure 1.** Location of the “Sovern 62” project site near Valley Point, WV. *The red star annotates the project site.*



Figure 2. Aerial Imagery of the “Sovern 62” near Valley Point, WV.

## **Water Quality Information**

Water quality data from FOC sampling are listed in Tables 1 and 2. Additional lab data can be provided as it becomes available. Alkalinity, acidity, sulfate, and total and dissolved metal concentrations are measured in milligrams per liter. Conductivity is measured in microsiemens ( $\mu\text{S}$ ). Flow is measured in gallons per minute (GPM). “ND” represents a Non-Detect result. Acidity has been highlighted in yellow, dissolved Aluminum in blue, and total Iron in orange as these are the focal parameters for future proposed load reductions. “NR” represents No Record, for instances when specific parameters were not collected and/or analyzed.

Sampling sites are identified in further detail in Figure 3. 2010 Final Design – Plan View and Monitoring Locations for Sovern 62 Passive Treatment System Project. Water flows from two abandoned mine land portals (Sov 62 SI) into a partitioned pond on the western side of the partition, forming the “System In”. Upstream of the partitioned pond, water flows from a freshwater source to a Steel Slag Pond and then to an open limestone channel (Sov 62 Steel Slag Pond Out) that leads to the eastern side of the partitioned pond. Water from the western side of the pond then flows to a limestone bed via a culvert (Sov 62 LSB 1 IN), and then flows out of the first limestone bed via an AgriDrain (Sov 62 LSB 1 Out). This water then flows to a second limestone bed, and then flows out via an AgriDrain (Sov 62 LSB 2 Out). This water then flows to a constructed wetland before exiting the wetland through an AgriDrain (Sov 62 Wetland Out). Meanwhile, water from the eastern side of the partitioned pond exits via an 8” PVC pipe and flows to an open limestone channel (Sov 62 OLC). The water from the open limestone channel mixes with the water exiting the wetland, forming the “System Out” (Sov 62 SO). A physical copy of the design plans will be available for review at the mandatory pre-proposal meeting.

Data may also be viewed via the adjoining Excel Spreadsheet entitled “Sovern 62 PTS Improvements Project Data.XLS.”

**Table 1.** Water quality data for Sovern 62 Acid Mine Drainage Passive Treatment System - Most Recent Sample (10/11/2022) to 2011.

Sample Date	Site Information Site Name	Field Measurements				Lab Measurements												
		Temp °C	Field Cond.	Field pH	Flow	Lab pH	Alkalinity	Acidity	Lab. Cond.	SO4	T <sub>Al</sub>	D <sub>Al</sub>	T <sub>Ca</sub>	D <sub>Ca</sub>	T <sub>Fe</sub>	D <sub>Fe</sub>	T <sub>Mn</sub>	D <sub>Mn</sub>
10/11/22	Sov 62 SI	12.3	866.4	3	7.61	3.2	ND	184.6	823	363	21.1	20.5	37.1	38	7.24	2.16	3.47	3.61
	Sov 62 LSB 1 Out	12.7	944.7	3.48	8.93	3.41	ND	200.3	981	500	24.4	20.9	76.5	76.5	24.1	16.9	3.07	3.07
	Sov 62 Wetland Out	12.7	889.9	3.51	11.4	3.57	ND	152.5	870	431	19.7	17.9	80.6	77	4.09	2.83	3.01	2.88
08/04/22	Sov 62 SI	12.1	1029	3.04	NR	3.09	ND	287.2	1110	524	30.3	28.5	47.9	45.3	9.74	8.37	3.73	3.61
	Sov 62 LSB 1 Out	22.3	987.1	3.11	NR	3.18	ND	207.7	1010	457	24.1	23.7	64.8	63.6	18.5	16.2	2.36	2.37
	Sov 62 Wetland Out	28.4	850.6	3.31	8.51	3.31	ND	136.8	847	380	16.7	15.8	67.1	63.3	3.82	3.22	2.16	2.09
	Sov 62 SO	26.4	368.8	4.86	11.2	4.93	ND	22.38	363	163	6.73	1.57	47.6	47.2	2.12	0.73	1.01	1.02
05/25/22	Sov 62 SI	17.7	1014	3.16	NR	3.31	ND	222.9	872	452	25.7	24.6	42.5	39.7	8.03	6.16	3.64	3.41
	Sov 62 LSB 1 Out	20.5	1312	3.09	20.2	3.15	ND	349.2	1240	706	40.3	38.1	62.5	57.3	20.4	19	3.65	3.37
	Sov 62 Wetland Out	21.6	1196	3.17	13.5	3.23	ND	267.8	1100	596	31.9	32.3	59.9	58.9	6.91	6.94	3.21	3.19
	Sov 62 SO	21	863.7	3.53	59.2	3.57	ND	173.2	796	427	23.2	22.1	55.8	52.1	5.15	4.65	2.51	2.38
03/30/22	Sov 62 Steel Slag Pond Out	8	134.4	6.41	14.9	7.12	36.6	-1.38	121	22.1	0.29	ND	18.7	16.7	0.84	ND	0.14	0.12
	Sov 62 SI	12.8	657.3	3.22	NR	3.5	ND	111.6	543	250	13.3	11.9	32.1	29.5	4	4.15	2.93	2.7
	Sov 62 LSB 1 IN	9.7	636.4	3.41	NR	3.49	ND	136.2	612	287	15.6	14.5	35	33.8	13.6	13.1	1.73	1.74
	Sov 62 LSB 1 Out	10.7	609.7	3.57	NR	3.56	ND	112.2	591	279	14.5	13.3	45.7	42.8	7.76	7.14	1.9	1.86
	Sov 62 LSB 2 Out	14.6	606.4	3.54	21.1	3.67	ND	105.4	572	285	13.6	13	45.5	44.7	4.15	4.25	1.92	1.95
	Sov 62 OLC	10.2	189.8	6.89	46.7	7.17	41.2	-15.4	172	36.6	0.30	ND	27	24.2	1.09	0.28	0.34	0.30
	Sov 62 Wetland Out	15.8	619.3	3.55	21.5	3.76	ND	108.2	578	292	15	13	50.8	45.1	3.48	3.06	2.35	2.14
	Sov 62 SO	12.7	338.5	4.91	80.8	4.85	ND	37.83	313	147	6.21	3.82	33.7	32.4	1.99	1.15	1.12	1.12
06/29/21	Sov 62 SI	20.2	977.1	3.11	NR	3.2	ND	243.3	1040	453	28.6	24	56.3	48	33	22.5	3.04	2.9

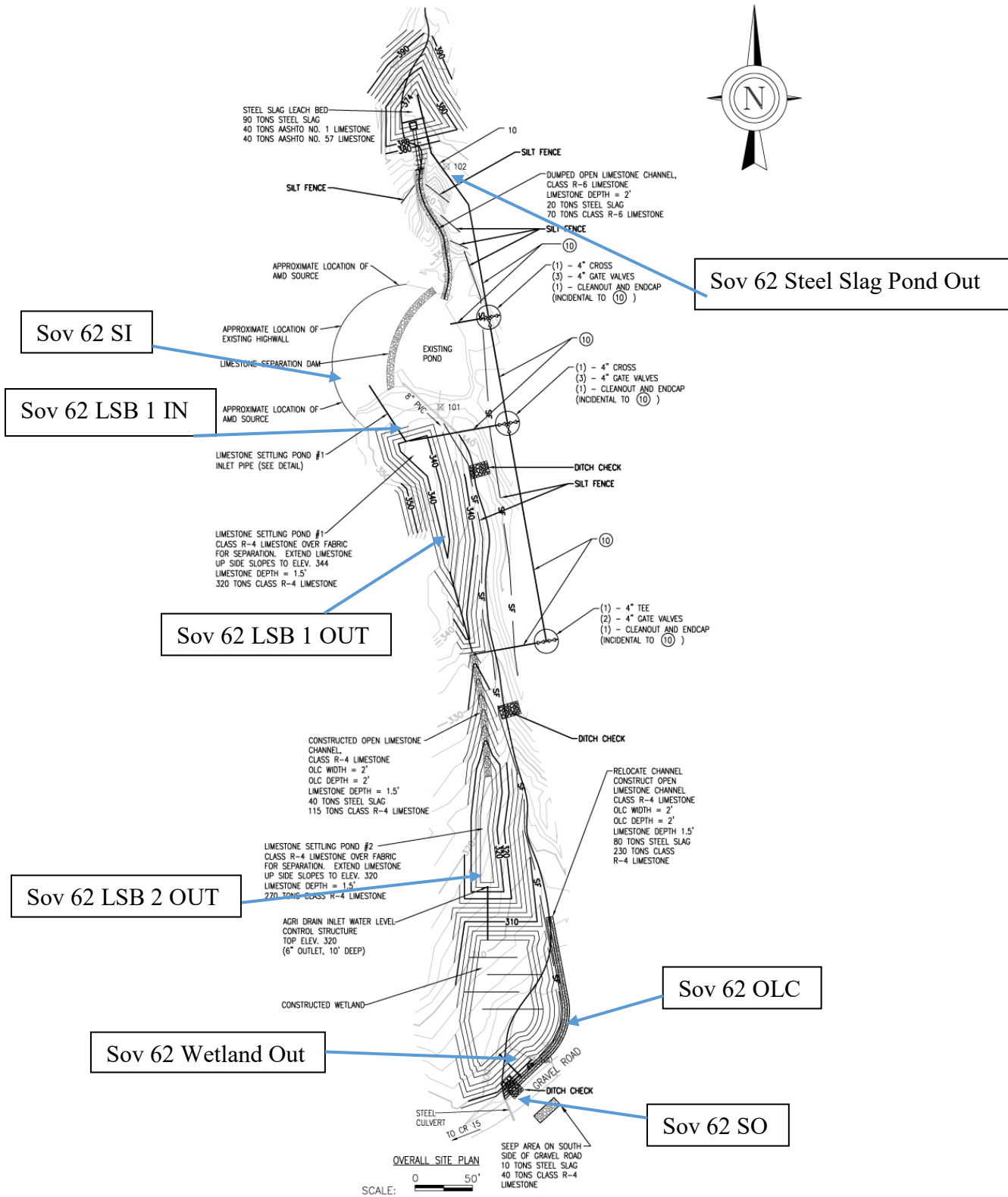


	Sov 62 SO	27.7	843.4	3.28	10.5	3.35	ND	159.2	823	360	18.9	17.1	58.5	51.5	4.49	4.08	2.47	2.43
05/28/20	Sov 62 SO	18.3	340.7	4.59	39.9	4.24	ND	66.81	330	150	8.55	7.5	26.3	26.6	4.14	2.36	1.17	1.13
06/29/18	Sov 62 LSB 1 IN	19.9	537	4.84	32.7	3.5	ND	113.2	567	249	11.8	11.1	36.9	35.2	9.67	8.84	1.92	1.86
	Sov 62 SO	27.6	392.3	5.29	82.6	4.57	ND	47.18	373	186	8.47	5.55	38.6	38.2	9.26	1.88	1.57	1.55
09/13/17	Sov 62 LSB 1 IN	17.8	1162	3.63	7.43	3.28	ND	307.3	1170	578	29.8	30.7	NR	NR	42.2	41.7	3.44	3.5
	Sov 62 SO	23.8	58.31	3.45	6.79	3.29	ND	223	1100	499	24.4	23.7	NR	NR	6.84	6.66	3.46	3.37
08/16/16	Sov 62 LSB 1 IN	21.5	830.7	3.13	7.77	3.29	ND	172.6	850	380	NR	16.1	NR	48.2	NR	22.9	NR	2.84
	Sov 62 SO	27.3	483.2	4.33	11.3	4.6	ND	47.25	463	214	NR	5.13	NR	46.6	NR	1.62	NR	1.99
11/12/14	Sov 62 LSB 1 IN	9.37	860	NR	4.4	3.75	ND	230	920	768	NR	18.7	NR	53.8	NR	45.1	NR	2.8
	Sov 62 SO	8.15	377	NR	22.7	4.95	2	24	436	213	NR	3.64	NR	39.5	NR	0.29	NR	1.69
05/22/14	Sov 62 LSB 1 IN	11.67	901	2.98	87.9	3.33	ND	166	971	448	18.1	18.4	58.1	58.6	9.59	3.9	5.31	5.41
	Sov 62 SO	13.56	751	3.12	115	3.5	ND	130	804	344	14.8	14.7	54.7	53.3	4.12	1.01	4.67	4.66
07/11/13	Sov 62 SO	21.62	482	7.49	NR	7.2	21.35	3.65	446	199	NR	0.02	NR	53.2 3	NR	0.84	NR	2.63
09/11/12	Sov 62 SO	17.6	623	7.06	NR	7	74	23	624	235	NR	0.26	NR	104	NR	3.1	NR	0.433
07/29/11	Sov 62 SI	23.39	1208	3.33	1.84	3.2	ND	517	NR	780	NR	30.8	NR	103	NR	67.1	NR	3.5
	Sov 62 SO	27.28	668	4.27	1.84	4.1	ND	56	665	342	NR	3.31	NR	102	NR	0.46	NR	3.26
06/16/11	Sov 62 SI	19.39	1091	3.47	10.8	3	ND	382		632	NR	28.4	NR	65.3	NR	33.7	NR	4.15
	Sov 62 SO	20.17	885	3.67	10.8	3.4	ND	292	860	463	17.8	17.2	74.4	74.4	5.49	3.4	4.14	4.08
02/04/11	Sov 62 SI	8.72	1007	3.18	93.6	3.73	ND	272.57	NR	523	NR	8.4	NR	18.1	NR	17.4	NR	1
	Sov 62 SO	4.26	654	3.88	115	3.98	ND	164.76	771	339	NR	6.7	NR	18.8	NR	12.8	NR	0.8

**Table 2.** Loading Data generated from selected sampling data (2022) for AMD impairments at the “System In” of the Sovern 62 Acid Mine Drainage Passive Treatment System.

Flow data is difficult to accurately collect at the Sovern 62 “System In” (Sov 62 SI). Therefore, it was assumed on 03/30/2022, 05/25/2022, and 08/04/2022 that the flow measurements collected at the Sov 62 Wetland Out (collected via a bucket flow measurement) were comparable to the flow at Sov 62 SI as no other major sources of water are collected into the treatment system downgradient of the SI except for at the final stage, the “System Out” (Sov 62 SO), which is downgradient from the Sov 62 Wetland Out. Prior to samples being collected on 10/11/2022, FOC staff were able to lower the elevation of the first limestone bed, which allowed for a more accurate flow reading leaving the AgriDrain and culvert that separates the AMD collection pond (Sov 62 SI) and the first limestone bed (Sov 62 LSB 1 In). This flow measurement was used to calculate loadings in relation to the 10/11/2022 sampling effort.

Site Name	Date	Flow (gpm)	CFS	Acidity (mg/L)	Acid Loading (lbs/yr)	T_Fe (mg/L)	T_Fe Loading (lbs/yr)	D_Al (mg/L)	D_Al Loading (lbs/yr)	Notes
Sov 62 SI	10/11/2022	7.609	0.0170	184.6	6,156.81	7.24	241.47	20.5	683.72	Flow was measured at the outlet for AMD Collection Pond (Sov 62 LSB 1 IN)
Sov 62 SI	08/04/2022	8.506	0.0190	287.2	10,707.96	9.74	363.15	28.5	1,062.59	*Assumed Sov 62 Wetland Out Flow = Sov 62 SI Flow
Sov 62 SI	05/25/2022	13.533	0.0302	222.9	13,222.12	8.03	476.33	24.6	1,459.24	*Assumed Sov 62 Wetland Out Flow = Sov 62 SI Flow
Sov 62 SI	03/30/2022	21.525	0.0480	111.6	10,529.41	4	377.40	11.9	1,122.76	*Assumed Sov 62 Wetland Out Flow = Sov 62 SI Flow
Average Loadings					10,154.08		364.59		1,082.08	



**Figure 3.** 2010 Final Design – Plan View and Monitoring Locations for Sovern 62 Passive Treatment System Project.

### Conceptual Design

The “Sovern 62” treatment site, built in 2010, consists of the collection of a freshwater source which is then fed to a steel slag leach bed, which is then released to a pond with a limestone partition. The water from the steel slag bed remains on the eastern side of the pond, while AMD from the site is collected on the western side of the pond (System In). Water from the western side of the pond (AMD source) is fed to a limestone settling pond, while the steel slag effluent is diverted into an open channel. The AMD water then continues to an open limestone channel, and then to a second small limestone settling pond, before making its way to its final destination, a constructed treatment wetland. The steel slag effluent goes through an open limestone channel before meeting with the wetland effluent. The ‘System Out’ sample is collected downstream of where the wetland effluent and the steel slag effluent mix. However, this current configuration has had varied success and frequently does not meet water quality goals for the site.

A rudimentary conceptual (Figure 4) of new treatment measures could consist of the following:

- Rerouting the freshwater source to bypass the treatment system and removing the steel slag leach bed;
- Converting the existing partitioned pond into an AMD collection basin;
- Converting the two small limestone settling ponds and open limestone channels to a larger limestone leach bed and settling pond complex; and
- Rehabilitating the existing wetland to remove iron accumulations and steel baffles and revegetate with native species.

These elements are considered to be a basic Project configuration, however **alternatives may be proposed that will achieve the Project Objectives**. The engineer is responsible for the final design that will meet the water quality goals identified in the Project Overview Section (Page 1).



**Figure 4.** Preliminary conceptual map of proposed conversion of treatment features for “Sovern 62” site.

### Anticipated Scope of Work

The anticipated scope of work to be undertaken by the Designer under the contract for this Project will include, but is not limited to:

- Site assessment including survey and geotechnical work as needed;
- Developing and completing the design to be reviewed by FOC;
- Identifying all necessary permits to construct the final design and act on behalf of Friends of the Cheat to submit and secure all necessary permits;
- Drawings and plans and specifications for the Project, including erosion and sediment control and pollution prevention plans (Groundwater Protection Plan, Stormwater Pollution Prevention Plan);
- Developing construction bid documents and support for procurement of a construction contractor, including leading the construction pre-bid meeting and providing contract documents;
- Quality Assurance and Quality Control for design and construction (mandatory minimum of 5 construction site visits);
- Overall Project management and coordination, and;
- Developing a project-specific Operations and Maintenance manual.

### **Anticipated Design Services**

Design services shall address all items necessary for construction and operation of the completed treatment system. Design services are anticipated to include, but are not limited to, those services necessary to design and construct all BMPs. Other data collection and technical studies are anticipated to include, but are not necessarily limited to: geotechnical investigation, materials analysis, and hydrological analyses including water quality monitoring.

### **Anticipated Environmental Services**

The Designer will act on behalf of FOC to acquire required permits for the Project, which may include completing Stream and Wetland Delineation field work and preparing a Wetland Delineation and Stream Identification Report (WDSIR) for the site if required by United States Army Corps of Engineers.

### **Anticipated Construction Services**

The Designer will participate in construction oversight at critical milestones, including the following, for a total minimum of 5 construction site visits:

- Pre-Construction Meeting with Procured Construction Contractor and Friends of the Cheat;
- Additional critical milestones identified during the design process; and
- Substantial Completion Site Meeting with Procured Construction Contractor and Friends of the Cheat.

The Designer shall authorize all change orders. The FOC Conservation Program Director (Madison Ball) will also provide construction oversight.

## **PROCUREMENT OVERVIEW**

Friends of the Cheat will use a two-phase selection process on the Project. Qualified Offerors will submit a Proposal.

Offeror's Proposals will be evaluated and scored by FOC based on the evaluation criteria established in this RFP. An Offeror's Proposal must meet all requirements established by this RFP. Requirements of this RFP generally will use the words "shall", "will", or "must" (or equivalent terms) to identify a required item that must be submitted with an Offeror's Proposal. Failure to meet RFP requirements may render an Offeror's Proposal non-responsive. The extent to which an Offeror's Proposal meets or exceeds evaluation criteria will be evaluated by the FOC Evaluation Team and reflected in the FOC Evaluation Team's scoring (in their sole discretion) of the Offeror's Proposal.

Upon completion of the evaluation and scoring of the Proposals, FOC will open the sealed Price Proposal of the highest scored Offeror whose Proposal is responsive. If the Price Proposal is within

FOC's budget for design, FOC will then issue a Notice of Intent to Award to the Successful Offeror.

FOC may conduct limited negotiations with the Successful Offeror to clarify any remaining issues regarding scope, schedule, financing, or any other information provided by the Successful Offeror.

If the Price Proposal submitted by the highest-scored Offeror is not within FOC's budget for design the price may be negotiated to provide fair and reasonable compensation and maximize Contract value with price and other factors considered.

In the event an acceptable price cannot be negotiated, FOC will begin negotiations with the next highest-scored Offeror. The Final Award will be made to the qualified, responsible Offeror whose proposal is most advantageous with price, prior experience, and other factors considered.

### **Estimate Contract Value**

Friends of the Cheat has secured approximately \$36,240.00 for a Design contract for this project. Friends of the Cheat's current planning has estimated the contract for the construction of this Project to be \$181,200.00.

### **Procurement Schedule and Project Milestones**

Friends of the Cheat currently anticipates conducting the procurement of the Project in accordance with the following list of milestones leading to completion of the project. This schedule is subject to revision and FOC reserves the right to modify this schedule if it finds necessary, in its sole discretion. All times are listed as prevailing local time.

Advertise RFP	Friday 12/16/2022
Mandatory pre-proposal meeting and site tour	Tuesday 01/10/2023 (10:00 a.m.)
Proposal submission due	Monday 02/13/2023 (4:00 p.m.)
FOC approval/Notice of Award	Monday 02/27/2023
Contract execution	Monday 03/20/2023
Final engineering plans completed	<b>Friday 06/30/2023</b>
Project permits secured	December 2024
Construction contract procurement	January 2024
Construction complete	<b>On or Before June 30, 2024</b>

### **Friends of the Cheat's Point of Contact and Project Reference**

Friends of the Cheat's sole point of contact (POC) for matters related to the RFP shall be Madison A. Ball. FOC's POC is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communication with FOC's POC about the Project or this RFP shall be in writing, as required by applicable provisions of this RFP.

Name:	Madison A. Ball	Phone:	(304)329-3621 ext. 7
Address:	Friends of the Cheat 1343 N Preston Hwy Kingwood, WV 26537	Fax:	(304)329-3622
		Email:	madison@cheat.org

FOC disclaims the accuracy of information derived from any source other than FOC's POC, and the use of any such information is at the sole risk of the Offeror.

All written communication to FOC from Offerors shall specifically reference the correspondence as being associated with "Sovern 62 PTS Improvements Project".

## **RFP DOCUMENTS**

Each Offeror shall review the proposed RFP documents and provide questions or requests for clarification, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such questions or requests for clarification will be submitted to FOC's POC. FOC will review all questions and/ or requests for clarification received and, if it deems appropriate, in its sole discretion, may modify the RFP documents through an Addendum. Offerors shall base their Proposals on the terms and conditions of the RFP documents included in the latest issued Addendum.

Offeror's POC shall be notified via email and provided an electronic copy of any Addenda to the RFP Documents. Hard copies of the Addenda will be available upon request. If there is any conflict between the electronic format and hard copy of any RFP Documents or Addenda, the hard copy on file shall control.

## **Offeror's Pre-Submittal Responsibilities and Representations**

Each Offeror shall be solely responsible for examining the RFP documents, including any Addenda issued to such documents, and any and all conditions which may in any way affect its Proposal or the performance of the work on the Project, including but not limited to:

Examining and carefully studying the RFP documents, including any Addenda and other information or data identified in the RFP documents;

Visiting the Project Site and becoming familiar with and satisfying itself as to the general, local, and Site conditions that may affect the cost, progress, or performance of its work on the Project;

Becoming familiar with and satisfying itself as to all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;

Determining that the RFP documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project; and



Notifying FOC in writing of all conflicts, errors, ambiguities, or discrepancies that the Offeror discovers in the RFP Documents.

Any failure to fulfill these responsibilities is at the Offeror's sole risk, and no relief will be provided by FOC.

### **Pre-Proposal Meeting**

FOC will hold a **mandatory** Pre-Proposal meeting of potential Offerors on Tuesday 01/10/2023 at 10:00AM **on site.**

### **CONTENTS OF PROPOSALS**

The Proposal will consist of all information required. FOC requests an electronic copy of The Proposal be emailed to the POC, Madison Ball (madison@cheat.org), and one hard copy mailed to FOC in a sealed package with the Price Proposal in separate sealed envelope by Monday 02/13/2023 at 4:00PM ET. **Do not include the Price Proposal in the electronic copy.** Offerors shall complete the Proposal Checklist, and include it with their Proposal. It shall also include a signed copy of Acknowledgments of Receipt of Addenda.

### **Proposal Checklist**

The following Proposal Components must be included in the Proposal and referenced on the Proposal Checklist:

#### **Letter of Submittal**

The Letter of Submittal shall:

Be on the Offeror's letterhead and identify the full legal name and address of the Offeror. The Offeror is defined as the legal entity who will execute the Contract with FOC. The Letter of Submittal shall be signed by an authorized representative of the Offeror's organization. All signatures shall be original and signed in ink.

Declare that the offer represented by the Proposal will remain in full force and effect for one hundred twenty (120) days after the date the Proposal is actually submitted to FOC.

Identify the name, title, address, phone and fax numbers, and email address of an individual who will serve as the Point of Contact for the Offeror.

Identify the name, address, and telephone number of the individual who will serve as the Principal Officer for the Offeror. (e.g., President, Treasurer, Chairperson of the Board of Directors, etc.).

Provide a Final Engineering Completion Date. The proposed dates herein shall be no later than the date(s) set in the Procurement Schedule (Friday 06/30/2023).

### **Offeror's Qualifications**

Offeror shall confirm in its Proposal that the information contained in their latest submitted SOQ remains true and accurate. If any changes have been made to the Offeror's organizational structure, Lead Designer, Key Personnel, or other individuals identified in the Offeror's SOQ, then those changes require written notification. The Offeror must also show that a Professional Engineer licensed in West Virginia is listed in the 'Key Personnel'. If the Offeror fails to list a Professional Engineer licensed in West Virginia within the Offeror's Qualifications, FOC will find such Proposal to be non-responsive.

### **Acknowledgment of Receipt of RFP, Revisions, and/or Addenda**

Offerors shall provide FOC the Acknowledgement of Receipt of Addenda, set forth in the Attachments, signed by the Offeror's Point of Contact or Principle Officer, with submission of the Proposal, which will serve as acknowledgement that Offeror has received this RFP.

### **Disadvantaged Business Enterprises (DBE)**

Provide a written statement that Offeror is committed to following DBE principles when selecting vendors and subcontractors.

### **Proposal Schedule**

Provide a Proposal Schedule for the entire Project outlining the Offeror's proposed plan to accomplish the Work. The Proposal Schedule submission should include the Offeror's proposed overall sequence of work, and times during each work task and deliverable required to complete the Project will be accomplished. The Proposal Schedule should be broken down into major phases of the Project (i.e., project milestones, project management, design, etc.).

The Offeror's Proposal Schedule must take into account: internal plan reviews, FOC plan reviews and approvals, environmental permitting and constraints, construction activities and QA/QC inspection and testing. The Final Engineering Completion Date must occur by or precede 06/30/2023.

### **Proposal Evaluation Criteria**

The score of each Proposal evaluation criterion is based on a rating scale of 1-10 as listed below. Scores can be recorded to the nearest half-point. Each evaluation criterion may require an Offeror to respond to multiple subcomponents.

**Excellent (9-10):** The Offeror has significantly exceeded the stated criteria in a way that is beneficial to Friends of the Cheat. This rating indicates a consistently outstanding level of quality for the stated criteria, with very little or no risk that the Offeror would fail to meet the requirements of the solicitation.

**Good (6-8):** The Offeror has exceeded the stated criteria. This rating indicates a generally better-than-acceptable quality for the stated criteria, with little or no risk that the Offeror would fail to meet the requirements of the solicitation.

**Fair (4-5):** The Offeror has met the stated criteria. This rating indicates a minimally acceptable level of quality for the stated criteria, and the Offeror demonstrates a reasonable probability of success.

**Poor (1-3):** The Offeror has failed to meet the stated criteria and/or lacks essential information and is conflicting and/or unproductive. This rating demonstrates significant weakness and/or unacceptable quality. There is no reasonable likelihood of success.

FOC reserves the right to conduct an independent investigation of any information, including prior experience, identified in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means. FOC also reserves the right to request additional information from an Offeror during the evaluation of that Offeror's Proposal.

#### **Review of Water Quality Data (10 points maximum)**

Offerors shall provide sufficient review and analysis of water quality data from the Project Site to enable FOC to understand and evaluate the Offeror's understanding of the importance of acid mine drainage water quality parameters to measure project success.

**Evaluation Criteria:** 1-10 points – Extent to which Offeror's review and analysis meets or exceeds the Project's intended scope of work and water quality goals.

#### **Design Concept (30 points maximum)**

Proposals must include and will be evaluated based on:

**Conceptual Design:** The extent to which the Proposal meets or exceeds the Project's intended scope of work to benefit the end user. Offeror shall provide sufficient information to enable FOC to understand and evaluate the Offeror's approach to designing Best Management Practices (BMPs) for the Project. A visual layout (Map, Conceptual Site Plan, and/or Conceptual Drawing, etc.) should be included in the Conceptual Design.

**Justification for selection of BMPs:** The extent to which the Offeror has considered the types of materials and technologies used to maximize the probability for Project success.

**Feasibility and Operations and Maintenance (O&M):** the extent to which the Offeror has considered the methods and feasibility of BMPs used to reduce the need for future inspection, monitoring, and maintenance, providing FOC full confidence in the Project’s long-term performance and durability.

**Evaluation:** 1-10 points each - Extent to which the Proposal meets or exceeds the Project’s intended scope of work will benefit end users. Additionally, the extent to which the Offeror has considered the types of materials, methods, and functionally used to reduce the need for future inspection and maintenance, thus providing FOC full confidence in the Project’s long-term asset performance and durability.

## EVALUATION PROCESS FOR PROPOSALS

FOC will evaluate each Proposal from each Offeror. In its sole discretion, FOC may hold interviews, ask written questions of the Offerors, seek written clarifications, and conduct discussions on the Proposals.

### Proposal Evaluation Factors

The Proposal will be evaluated based upon the following factors.

Factor	Maximum Points Possible
Review of Water Quality Data	10
Conceptual Design	10
Justification for selection of BMPs	10
Feasibility and O&M	10
<b>TOTAL</b>	<b>40</b>

Each evaluation criterion has an assigned maximum number of points that demonstrates its relative importance. If FOC determines that a Proposal does not comply with or satisfy requirements of the RFP Documents, FOC may find such Proposal to be non-responsive.

## PRICE PROPOSAL

The Offeror shall specify a Price Proposal, in both numbers and words, in a separate sealed envelope. **Do not send the Price Proposal in the email submission.** The Proposal Price shall be based upon the Proposal Schedule submitted. Offerors are advised that the prices set forth above shall be considered full compensation to Offeror for design and construction oversight of this Project, to include: labor, material, equipment, permits, taxes, overhead, profit, and any other expenses of any kind applicable to the work to be undertaken by Offeror associated with such work, including but not limited to any escalation, extended site overhead, acceleration of schedule, and/or shift of construction sequencing.

Quality control costs should not exceed 3% of the total job.

Due to reimbursement from funders for the Project is being required, payments from FOC to the Designer shall be **net 60**.

## **PROPOSAL SUBMITTAL REQUIREMENTS**

Failure of any Offeror to submit its Proposal in accordance with this RFP may result in rejection of its Proposal.

### **Due Date, Time and Location**

Proposals must be received by the due date and time set forth in the Proposal Schedule Monday 02/13/2023 (4:00 p.m.) including the electronic copy of the Proposal sent to madison@cheat.org. All submissions, including hand-delivered packages, US Post Service regular mail, US Postal Service express mail, or private delivery service (FEDEX, UPS, courier, etc.) must be delivered to the following individual at the following address:

Friends of the Cheat  
1343 N Preston Hwy  
Kingwood, WV 26537  
Attn: Madison Ball

Offerors are responsible for effecting delivery by the deadline above, and late submissions will be rejected without opening, considering, or evaluation, and will be returned unopened to sender. FOC accepts no responsibility for misdirected or lost Proposals.

### **Format**

Each Offeror shall deliver one (1) paper copy of the Proposal, which must bear original signatures on the Letter of Submittal. The Proposal shall be securely bound. Each Offeror must send one (1) electronic copy to FOC's POC at madison@cheat.org.

## **QUESTIONS AND CLARIFICATIONS**

All questions and requests for clarification regarding this RFP shall be submitted to FOC's POC in writing (submission by email is acceptable). No requests for additional information, clarification, or any other information should be directed to any other individual. No oral requests for information will be accepted.

FOC's responses to questions or requests for clarification shall be in writing, and may be accomplished by an Addendum to this RFP. FOC will not be bound by any oral communications, or written interpretations or clarifications that are not set forth in an Addendum.

FOC, in its sole discretion, shall have the right to seek clarification from any Offeror to fully understand information contained in the Proposal and to help evaluate and rank the Offerors.

### **AWARD OF CONTRACT, PROPOSAL VALIDITY, AND CONTRACT EVALUATION**

FOC has determined that Negotiation and Award of Contract will be made in the following manner:

#### **Negotiations and Award of Contract**

FOC will review the Proposal submitted by the highest-scored Offeror. If the Proposal is responsive, FOC will then open the sealed Price Proposal of the highest-scored Offeror. If Price Proposal is within FOC's budget for design, then FOC will issue a Notice of Intent to Award the Successful Offeror.

FOC may conduct limited negotiations with the Successful Offeror to clarify any remaining issues regarding scope, schedule, financing, or any other information provided by the Successful Offeror.

If the Price Proposal submitted by the highest-scored Offeror is not within FOC's budget for design, the price may be negotiated to provide fair and reasonable compensation and maximize Contract value with price and other factors considered.

In the event an acceptable price cannot be negotiated, FOC will begin negotiations with the next highest-scored Offeror. The Final Award will be made to the qualified, responsible Offeror whose proposal is most advantageous with price, prior experience and other factors considered.

#### **Proposal Validity**

The offer represented by the Price Proposal will remain in full force and effect for one hundred twenty (120) days after the Proposal Submission Date. If Award of Contract has not been made by FOC within one hundred twenty (120) days after the Proposal Submission Date, each Offeror that has not previously agreed to an extension of such a deadline shall have the right to withdraw its Proposal.

#### **Contract Execution**

Upon Award of Contract, the Successful Offeror shall deliver an executed copy of a Design Contract to FOC, who shall execute and deliver such copy to the Successful Offeror within seven (7) days of receipt.

### **NO ASSUMPTION OF LIABILITY**

FOC assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Offeror and its team members.

**PRICE PROPOSAL FORM**

FRIENDS OF THE CHEAT

Sovern 62 Acid Mine Drainage Passive Treatment System Improvements Project

Bid Submitted to: Friends of the Cheat  
1343 N Preston Hwy  
Kingwood, WV 26537  
Attn: Madison Ball

Design Services (Lump Sum): \$ \_\_\_\_\_

All Other Costs (Lump Sum): \$ \_\_\_\_\_

Total Proposal Price (Lump Sum): \$ \_\_\_\_\_  
(Equal to total sum of items listed above)

Total Proposal Price (words): \_\_\_\_\_

Bid Submitted by: \_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Print Name

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

FRIENDS OF THE CHEAT

Sovern 62 Acid Mine Drainage Passive Treatment System Improvements Project

The undersigned Offeror hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No Addenda were received:

Acknowledgment for: \_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_  
Signature of Authorized Representative

Name: \_\_\_\_\_  
Print or Type

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**PROPOSAL CHECKLIST**

FRIENDS OF THE CHEAT

Sovern 62 Acid Mine Drainage Passive Treatment System Improvements Project

Offerors shall furnish a copy of this Proposal Checklist with the Proposal.

<b>Proposal Component</b>	<b>Proposal Page Reference</b>	<b>Included? (Y/N)</b>
Proposal Checklist		
Letter of Submittal		
Offeror's Qualifications		
Acknowledgement of Receipt of RFP, Revisions and/or Addenda		
Disadvantaged Business Enterprises (DBE)		
Proposal Schedule		
Proposal Evaluation Criteria		
Review of Water Quality Data		
Design Concept		
Conceptual Design		
Justification for Selection of BMPs		
Feasibility and O&M		
Price Proposal		
Price Proposal Form		