



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
 DEP15058

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
 VENDOR

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
04/04/2011				

BID OPENING DATE: 04/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE FREEPORT MINING CORP PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING HELD ON 03/10/2011.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 04/07/11 TO 04/12/2011 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF WATER						
***** THIS IS THE END OF RFQ DEP15058 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 15058
Freeport Mining Corporation
Permit # S-1005-95**

The following questions were identified at the Pre Bid Conference (PBC). The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

- 1.) Q. Is there any potential to change the water treatment bid item from a lump sum item to some kind of unit?
A. No, the bid item shall remain as lump sum.

- 2.) Q. When do we stop treating?
A. Treatment will stop when the main dewatering of the pit is complete. Treatment will be required when flow is greater than under current normal conditions, i.e. when you are pumping water out of the pit to drain it and keep it dry for construction of mine seals and underdrains.
Clarification: The flow rate (gpm) at the site discharge shall be recorded at the time of beginning pumping down the pit. Any and all water produced from pumping down the pit shall be treated to a minimum pH of 6.0 when being released from the site at a flow rate greater than the initial recorded flow rate. This includes times when the water pumped to the temporary holding pond #5 is being released.

- 3.) Q. Does the material (for the backfilling) balance?
A. There is enough material on site. You may not be able to just push it all, there will need to be some trucking.

- 4.) Q. Where does the (trapezoidal) ditch start, where the seep is or at the spillway of the pond?
A. It will start at the toe of the pond embankment, where we can best collect all the water coming from the head of the hollow.

- 5.) Q. Are you wanting a constant slope from the top of the highwall all the way down to the valley fill?
A. No, there will be a road and ditch around the middle of the slope. You may need to disturb some of the slope between the road and the valley fill to gain fill material for backfilling the highwall.

- 6.) Q. Does the water above the valley crossing need to be treated?
A. No, that water should be good pH as is.

- 7.) Q. You want to stop this water from going into the core drain?
A. Yes, that's the function of the grouted trapezoidal riprap ditch.

- 8.) Q. That ditch goes all the way to the pond?
A. It does not go to the pond, it goes past the pond on the west side, opposite the treatment system.

- 9.) Q. Are you re-working the whole ditch line (of the valley fill pond spillway)?
A. No, just the drive-thru spillway at the top of the embankment.

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- 10.) Q. Are you going to have a set elevation for the water treatment ponds?
A. The elevation for all components of the water treatment system will be set by the level of the mine drains. Water must gravity flow from those mine drains through the manhole, dosing units, and new ponds to reach the two final existing treatment ponds.
- 11.) Q. Do you have any set control points to work off of?
A. No, that's up to the contractor to establish.
- 12.) Q. Is there a set height or distance for pumping sludge back up to the sludge cells?
A. No, only that the sludge cells shall be constructed in the backfill above the treatment system.
- 13.) Q. Will the sludge cells be built here (at the pit)?
A. Yes, sludge cells shall be built in the backfill of the pit.
- 14.) Q. You've got the 40 mil liner and the filter fabric, where do each of those go in the underdrain?
A. The liner goes on the bottom and downhill side of the underdrain to attempt to catch and hold the seepage in the drain. The filter fabric lines the top and the uphill side of the underdrain, to allow water to seep in.
- 15.) Q. Is this pond to be eliminated (the mostly empty pond above the two final ponds)?
A. No, it will be converted to a sludge cell with an underdrain after you're finished using it to dewater the pit.
- 16.) Q. Does it get re-sized or stay the same?
A. No, the size is to be left as is.
- 17.) Q. Will there be access in here after today?
A. Yes, you can come in the same way you did today.

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Clarifications/Addenda: The following items shall overrule and add to the original requisition. Applicable sections of the altered bid items are shown with deleted portions delineated with strikethrough (~~strikethrough~~) and added portions delineated in bold italics (***bold italics***).

Issues dealt with here include water treatment, the foundation trough, and lime dispensing unit durability and reliability.

34.0 FOUNDATION

This item includes all work necessary construct the foundations for two water powered lime dosing units.

The foundation shall be Type II (Sulfate Resistant) Concrete and shall conform to the dimensions and shape shown in the detail drawings and specifications. Include all reinforcing bars with supports and anchor bolts as necessary. Provide all forms, personnel and equipment required for the placement, finishing, and curing of the concrete. The concrete shall be consolidated with use of an internal spud vibrator to liquefy the concrete so that entrapped air and water can come to the surface. Also, supplement the mechanical vibrator by hand-spading, rodding, or tamping. Adverse weather conditions shall be avoided during completion of this item. WVDOH specifications (Section 601-Construction Manual) for concrete shall apply to this item. Concrete shall cure for a minimum of 7 days before the silo may be erected in place. Excavation for the foundation is incidental to this item with no separate payment being made. Concrete shall meet a minimum 28-day compressive test strength of 4000 psi, and the slump shall be between 2 and 3 inches during placement of concrete. A 6 inch HDPE conduit pipe shall be placed in the concrete foundation for the drivewater line. A non-corrodible walk grate shall be supplied to cover the trough and trough cutout where people will be walking, not under the dosing unit (see drawings). A non-corrodible (i.e. rubber) flap shall be affixed at the trough exit (and entrance, if open) to inhibit air flow through the enclosure and animal entry. The finished floor elevation of the foundation shall be set at an elevation which provides four feet (4') of head on the water supply line to operate the dosing unit. The location of the foundation shall be set to maximize the length and elevation drop of the grouted riprap receiving ditch of the treated water.

Included in the foundation shall be a permanent stainless steel trough, minimum 1/8" thick, which shall be used as the form for the trough portion of the concrete foundation (see specifications). The top of the liner shall have a 2" x 2" relief cutout to facilitate the placement of the walk grate over the trough. As an alternative to the 2" x 2" relief cutout, it shall be permitted to weld 2" stainless steel angle onto the sides of the trough, running the entire length of both sides of the trough, creating a 2" x 2" lip.

35.0 LIME DISPENSING UNIT, ENCLOSURE, AND SILO

This item includes all work necessary to purchase, install and initiate operation of two water powered lime dispensing units. These units must utilize hydrated lime.

DOSING UNIT

The dosing units are to receive water from intake pipes in the manhole and new pond #2, respectively, by means of a 4" HDPE drive line and a 16" HDPE overflow pipe (separate bid items). The 4" HDPE drive line shall pass through foundation conduit to supply flow to power

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the dosing units, while the overflow pipes shall be positioned to flow through the foundation troughs. After treatment with the reagent, the water will exit the foundations into a grouted riprap ditch (separate bid item). Each dosing unit shall be capable of feeding hydrated lime at a rate ranging from 12 to 36 lbs./hr.

Each dosing unit, silo, and filler pipe shall be designed to facilitate the use of hydrated lime during the service life of the unit. This portion of the work shall include the initial filling and the start up of the units, at the direction of the Program Manager, to confirm that all units function as intended. ~~Any repairs and/or adjustments required to the unloading system and dosing unit to allow them to function as designed shall be performed at no cost to the DEP.~~ The systems shall be ***started up, adjusted, and*** operated successfully for a ~~one~~ ***two***-week period before acceptance by the DEP. ***Through the duration of the contract and warranty period, any repairs, replacement of parts, and/or adjustments required to the unloading system and dosing unit to allow them to function as intended shall be performed at no cost to the DEP. Service required for the unit shall be completed within 48 hours of the request, in order for DEP to ensure compliance with water quality standards at final discharge effluent.*** All settling ponds and riprap ditches leading to them must be completed before testing is initiated. The hydrated lime shall be 40 tons in amount per unit and delivered as scheduled by the on-site DEP representative.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

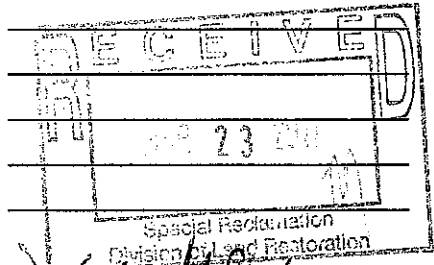
RFQ # : DEP15058
 Project: Freeport Mining Corp.
S-1005-95

Bid Date: 04/07/11
 Pre-Bid Date: 03/10/11

Name : Malcolm Allison
 Company: WV DEP
 Address: Philippi

Name : Don Vincent
 Company: Brea Kaway, Inc.
 Address: 1075 Old Turnpike Rd.
Sutton W.V. 26601

Phone #: _____
 Fax #: _____
 Email : _____



Phone# : 304-765-5317
 Fax # : 304-765-5389
 Email : doug@breaKaway.wv.com

Name : Jason Upton
 Company: Upton Const Co. Inc.
 Address: PO BOX 39
Dunbar, WV 25064

Name : Bob Paulsen
 Company: DCI SHIRES
 Address: PO Box 1259
Ave Rd WVA

Phone #: 304-744-4627
 Fax # : 304-744-4626
 Email : UCCI0119@hotmail.com

Phone# : 304-673-9388
 Fax # : 304-323-3039
 Email : Bob.Paulsen@dcishires.com

Name : Mike Forcino
 Company: ATC Assoc.
 Address: 3 TEAM MANE
Beaumont, NJ

Name : Robert Baines
 Company: Baines Exc. Inc.
 Address: P.O. Box 13384
Sissonville WV, 25360

Phone #: 330-670-1237
 Fax # : 609-386-7951
 Email : _____

Phone# : 304-984-1725
 Fax # : 304-984-0074
 Email : BainesExc@aol.com

Name : Johnny Barill
 Company: Kelli Corp / Clearing
 Address: 494 Dug Hill Rd
Morgantown WV
26508

Name : Dennis Elbow
 Company: Cowg, RL Inc
 Address: P.O. Box 343
Simpson, WV 26435

Phone #: 304 288 3834
 Fax # : _____
 Email : Johnbarill@yahoo.com

Phone# : 304-739-4397
 Fax # : 304-739-4401
 Email : RLCOWG@G.earthlink.net

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Bid Date: 04/07/11
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Name : DAVID H. Bowman
Company: Green Mountain Co
Address: 511 50th Street
Chas WV 25304
Phone #: 304 925 0253
Fax #: 925 9230
Email : Jody.Mayer@GMC.com

Name : DON STAMM
Company: LIME DOSER CONSULTING
Address: P.O. Box 2184
CLARKSBURG, WV 26426
Phone #: 304-669-8616
Fax #: 304-782-1037
Email : Info@LimeDoser.com

Name : Ann Warrick
Company: EASTERN ARIZON
Address: PO BOX 4108
CHARLESTON WV
25364
Phone #: 304-414-0255
Fax #: 0256
Email : easternarrazhotma.com

Name : Mike Jenkins
Company: AQUAFIX SYSTEMS INC
Address: 301 MAPLE LAKE
Kingwood WV 26537
Phone #: 304-329-1056
Fax #: 304-329-1217
Email : mjj@aquafix.com

Name : Leroy Stanley
Company: RT 1 Box 122
Address: Flemington W
655 CARPERS BAY, WV
Phone #: _____
Fax #: _____
Email : _____

Name : JAMES ALLEN
Company: JF ALLEN CO
Address: PO BOX 2049
Buckhannon WV
26201
Phone #: 304 472 8896
Fax #: 304 472 8897
Email JAMES.ALLEN@JFALLENCO.COM

Name : WILLIAM GAIMES
Company: RT 1 Box 313
Address: GAAFTON WV
Phone #: _____
Fax #: _____
Email : _____

Name : GARY Long
Company: McCarte's Sea Coast
Address: 2790 Centralia Rd
Sutton WV 26601
Phone #: 304 765-5288
Fax #: 304 765-5293
Email : glong@wireline.com

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Bid Date: 04/07/11
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Name : Brian Cantrell
Company: Anderson Excavating
Address: 343 Williams Rd
Morgantown, WV 26501
Phone #: 304-983-2296
Fax #: 304-983-4755
Email: bcantrell@anderson
excavating.wv.com

Name :
Company:
Address:
Phone# :
Fax # :
Email :

Name : Ryan Boyle
Company: Mountaineer Contractors Inc.
Address: P.O. Box 606
Kingswood, WV 26537
Phone #: 304-329-2129
Fax #: 304-329-2206
Email: ryan.boyle@mcivwv.com

Name :
Company:
Address:
Phone# :
Fax # :
Email :

Name : Rob Scuse
Company: Morgantown Excavators
Address: PO BOX, 520
Morgantown WV
26507
Phone #: 304 292 3489
Fax #: 304 292 0746
Email : meic@meicwv.com

Name :
Company:
Address:
Phone# :
Fax # :
Email :

Name : PAUL TACKET
Company: Reclaim Co.
Address: PO BOX 5162
Fairmont, WV 26555
Phone # :
Fax # :
Email :

Name : David McCoy
Company: WV DEP
Address: Philippi, WV 26416
Phone# :
Fax # :
Email :