



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
DEP15120

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF ADMINISTRATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/17/2010				

BID OPENING DATE: 07/13/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		946-12		
<p>ACTUARIAL SERVICES</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 PROVIDE ACTUARIAL SERVICES PER THE FOLLOWING BID SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS AND CONDITIONS AND THE ATTACHED BID SCHEDULE.</p> <p>IT IS PREFERED THAT THE MANDATORY REQUIRED SPECIFIED ITEMS BE NOTED WITH THE VENDOR'S BID PROPOSAL AT THE TIME OF BID SUBMISSION. HOWEVER; THE AGENCY RESERVES THE RIGHT TO REQUEST THE SUBMISSION OF THESE REQUIREMENTS OR ANY OTHER INFORMATION AT ANY TIME DURING THE BID EVALUATION PROCESS PRIOR TO MAKING A RECOMMENDATION TO AWARD TO THE PURCHASING DIVISION. FAILURE ON THE VENDOR'S PART TO COMPLY WITH SUCH A REQUEST FOR ADDITIONAL INFORMATION WITHIN THE TIME FRAME STATED IN SAID REQUEST, MAY RESULT IN THE DISQUALIFICATION OF VENDOR'S BID SUBMISSION AND RECOMMENDATION FOR AWARD.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF TWO (2) YEARS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABL</p>						

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).



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 90 DAYS WRITTEN NOTICE. NOTICE BY VENDOR OF INTENT TO TERMINATE WILL NOT RELIEVE VENDOR OF THE OBLIGATION TO CONTINUE TO PROVIDE SERVICES PURSUANT TO TERMS OF CONTRACT</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID & CONTRACT HEREIN. SE SPECIFICATIONS FOR ADDITIONAL CANCELLATION SCENARIOS.</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 style="text-align: center;">NOTICE</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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.: DEP15120</p> <p>BID OPENING DATE: 07/13/2010</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:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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Department of Environmental Protection
RFQ# DEP15120

Part 1 GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids for the Department of Environmental Protection "Department", Division of Land Restoration "Division", Office of Special Reclamation "Program" hereinafter referred to as "Agency", to provide actuarial services.

1.2 Project:

The mission or purpose of the project is to provide actuarial services for the reclamation of land and water for the Office of Special Reclamation (Program), Division of Land Restoration (DLR), Department of Environmental Protection (DEP), for the State of West Virginia and the Special Reclamation Advisory Council (SRAC).

The Office of Special Reclamation is part of the Division of Land Restoration. Special Reclamation is mandated by the State of West Virginia to protect public health, safety and property by reclaiming land and treating water on all bond forfeited coal-mining permits since August 1977 in an expeditious and cost effective manner.

The Special Reclamation Fund is a special revenue fund of the Department of Environmental Protection of the State of West Virginia. As of September 30, 2009, the SRF administers reclamation for land and water sites. Actual coal tax receipts for FY 2009 were \$17.1 million. Fiscal years 2002 – 2012 have been, and are projected to be, laden with legacy projects. This period is not indicative of future forfeitures.

The Special Reclamation Water Trust Fund is a special revenue fund of the Department of Environmental Protection of the State of West Virginia. This fund was established by Senate Bill No. 751 and was effective July, 1, 2008. Actual coal tax receipts for FY 2009 were \$1.9 million.

The DEP management determines the sites to be reclaimed. The funding is comprised of coal tax as established by the state legislature based on recommendations of the Special Reclamation Advisory Council and DEP management. Bond forfeitures, civil penalties, investment earnings, and other miscellaneous sources provide additional funding for the program.

1.3 Inquiries:

Additional information inquiries regarding specification of this RFQ **must** be submitted in writing to the State Buyer addressed to:

Chuck Bowman, Buyer Supervisor
Purchasing Division
2019 Washington Street, East

P.O. Box 50130
Charleston, WV 25305-0130
Fax: 304-558-4115
Charles.a.bowmanjr@wv.gov

Part 2 OPERATING ENVIRONMENT

2.1 Location:

Agency is located at:

Department of Environmental Protection
Division of Land Restoration
Office of Special Reclamation
601 57th Street S. E.
Charleston, West Virginia 25304

2.2 Background:

The West Virginia Department of Environmental Protection Special Reclamation Fund (WV Code Sect. 22-3-11, 22-3-12 West Virginia Coal Mining and Reclamation Act) is a public program jointly funded by the state and federal governments, which provides a comprehensive plan of reclamation for numerous land and water sites within the State. This act has been approved, as administered, by the U.S. Office of Surface Mining (OSM) Pursuant to Section 509 (c) of the Surface Mining Control and Reclamation Act of 1977.

The West Virginia Department of Environmental Protection Special Reclamation Water Trust Fund (WV Code Sect. 22-3-11. West Virginia Coal Mining and Reclamation Act) is a public program funded by the state to reclaim and restore water treatment systems on forfeited sites. It collects revenues from coal taxes on the production of coal and receives revenue from investment interest.

The Program collects revenues from a variety of sources. Chief among these sources are coal taxes, bond forfeitures, and civil penalties on the production of coal. Additionally, the Program receives revenues from investment interest. Other revenues are received upon occasion but are site specific.

When a coal company forfeits its permit, Special Reclamation is charged with the responsibility of reclamation. This may entail anything from minor to major land restoration and temporary or perpetual water treatment. The severity of reclamation needs varies considerably from permit to permit. Within 60 days of forfeiture, Special Reclamation assesses site requirements and associated costs needed to restore the site to comply with the original permit specifications. The site is prioritized based on public health, safety and property considerations and is scheduled for reclamation accordingly.

An eight member Special Reclamation Advisory Council appointed by the Governor and Legislature oversees the fiscal condition of the program and monitors performance. The council meets quarterly to evaluate and report by January 1 each year recommendations to the Legislature as to the viability of the Special Reclamation Program.

DEP management shares the objectives of the OSM to have systems that allow for maximum flexibility in a dynamic environmental restoration and protection program and

to achieve greater cost savings and budget predictability for the State of West Virginia.

The Program places a great emphasis on the development, demonstration and maintenance of quality reclamation and restoration for the DEP. The Program remains committed to an active program of community involvement. A part of this commitment is reflected in striving to assure accurate estimates of liability, simplistic and friendly administrative processes and efficient funding of the program liabilities.

Part 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

Special Reclamation desires, and expects as a result of the actuarial study, to have systems in place which will allow flexibility in the changing reclamation and environmental restoration scene, and which will achieve the following objectives:

- ◆ to achieve greater budget predictability for the Program, DEP and State of West Virginia;
- ◆ to comply with the legislature's mandate in § 22-3-11(2)(B) for the Program; WV Code § 22-3-11(2)(B) states, "Conduct formal actuarial studies every two years and conduct informal reviews annually on the Special Reclamation Fund and Special Reclamation Water Trust Fund.";
- ◆ to predict the adequacy of the Program given existing sources of funding.

3.2 Timeline:

In order to fulfill the Program's requirements according to House Bill 3033, the following dates **must** be met:

July 30, 2010	Contract awarded (prior to)
August 1, 2010	Work commences
September 1, 2010	Progress report
October 1, 200	Progress report
November 1, 2010	Draft report
By December 15, 2010	Exit conference
December 31, 2010	Delivery of final report

- 3.3 Mandatory Requirements:** To be considered for the contract, vendors **must** first meet the mandatory criteria listed in this section. The bids from firms failing to meet the mandatory criteria will not be considered further in the evaluation process.

The firm **must** be able to conduct the work and prepare the reports as outlined in the Scope of Work identified in this RFQ.

License Requirements: The firm, and any actuary assigned to the project, **must** be properly licensed and possess certification as a member of the American Academy of Actuaries and either a Fellow of the Society of Actuaries or a Fellow of the Casualty Actuarial Society. The actuary **must** also demonstrate experience in providing actuarial rate setting and plan design services to a client involving casualty such as environmental liabilities.

The firm's professional personnel **must** have met continuing professional education requirements as mandated by the professional certifying Board of Actuaries within the preceding two years.

The firm **must** have no conflict of interest with regard to any other work performed by the firm for the State of West Virginia.

The firm **must** submit a copy of its most recent external quality control review report if requested and available. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its reports during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any litigation taken or pending against the firm during the past three (3) years with any government regulatory bodies or professional organizations.

The firm **must** adhere to the "special terms and conditions" set forth in section 3.8 of this RFQ.

The firm **must** be able to deliver the reports required in the time provided in section 3.9 under General Terms and Conditions.

3.4 Experience:

The firm **must** describe its ability and capacity to provide the services required and requested. The firm **must** describe the nature of its client base and the types of industries in which it has actuarial experience.

Prior engagements with the State of West Virginia: The firm **must** list separately all actuarial engagements within the last five (5) years, ranked on the basis of total staff hours, for the State of West Virginia or its agencies, by type of engagement. For each engagement, the firm **must** indicate the scope of work, date, engagement partners or directors, total hours, the location of the firm's office(s) from which the engagement was performed, and the name and telephone number of the principal client contact.

Environmental liability engagements: The firm **must** list the actuarial services performed for major public and private environmental liability programs within the last sixty months (completed or in process). Indicate the scope of the work, date, engagement partners or directors, total hours and the name and telephone number of the principal client contact.

Quality control review contents; litigation: The vendor's external quality control review contents **should** provide either a positive or a non-negative review of the firm. Desk reviews or field reviews of the firm and litigation **should** not reflect poorly on the work of the vendor.

References: The vendor **must** provide the names of three (3) clients that may be contacted as references for purposes of this RFQ. If a joint proposal or primary vendor proposal is made the vendor **must** provide one (1) client reference for each of the parties involved. The vendor **must** provide the name and telephone number of a contact person for each of the clients specified. The Program reserves the right to contact any person or entity it believes prudent and to

inquire about the vendor.

Sample reports: The vendor **must** provide samples of two actuarial valuation reports completed within the last five years.

3.5 Qualifications:

Partner, supervisory and project team qualifications: The firm **must** identify all principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagements. The firm **should** provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education and organized activities, of the specific staff to be assigned to this engagement. The firm **must** describe the project team, specifying its members, their qualifications and experience, and organizational structure for this project. The firm **should** include information such as whether any personnel available for the engagement have articles published in professional journals, conduct or teach seminars, conferences, college-level courses, etc., or sit on professional actuarial boards or committees. The firm **must** specify the name of the contract manager for the firm who will be the main point of contact for purposes of any contract issued pursuant to this RFQ, providing his or her address, email, telephone number and fax number.

Assurance of quality of staff: The firm **must** also indicate how the quality of staff over the term of the agreement would be assured. Engagement partners, managers, other supervisory staff and specialists may need to be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for these or other reasons with the express prior written permission of the Department. However, in either case, the Department **must** be informed in writing of these changes and retain the right to approve or reject replacements based upon their qualifications, experience, or performance. Other personnel may be changed at the discretion of the vendor provided that replacements have substantially the same or better qualifications or experience.

3.6 Specific work plan:

The firm must set forth a work plan for the actuarial study, including an explanation for the methodology to be followed. The firm **should** describe its knowledge of national, state, and regional mining reclamation liability. The work plan **should** identify and describe any potential problems in performing all services described in this RFQ, the firm's approach to resolving these problems and any special assistance that will be requested of the Department.

3.7 Scope of Work

The purpose of these services is to assist the DEP and the Special Reclamation Advisory Council in fulfilling the requirements of West Virginia State Code § 22-1-17. The actuary will have the use of the results of the following studies:

Study	Date Completed
Consensus Coal Production Forecast for West Virginia	September 2009
Assessment of Alternative Funding Mechanisms to Encourage Environmental Compliance and to Maintain Solvency of the Special Reclamation Fund	February 13, 2006
2007 Actuarial Valuation of Special Reclamation Fund	January 2008
A Fiscal Risk Model of the Special Reclamation Fund and Mine Operations in West Virginia	January 2005
Evaluation of Acid Mine Drainage Treatment Strategies Under the Special Reclamation Fund	May 31, 2004

The following services are to be provided:

- a. Participate in an onsite entrance conference involving interviews of each Special Reclamation Advisory Council member and other significant staff.
- b. Make a professional determination and prepare a statement of actuarial opinion as to the program's fiscal soundness, in accordance with West Virginia Code § 22-1-17. The opinion **should** include the following:
 1. a valuation in accordance with applicable actuarial standards of practice promulgated by the actuarial standards board of the American Academy of Actuaries that will determine the Program's fiscal soundness;
 2. an evaluation of the present (June 30, 2010) assets and liabilities of the Special Reclamation Program for a minimum of 20 years, including an annual table illustrating those assets and liabilities for underground vs. surface mine permits, small vs. large acreage permits and permits for tipples, preparation plants and impoundments and illustrating land and water liabilities separately;
 3. a evaluation of the prospective assets and liabilities of the Special Reclamation Program for a minimum of 20 years, including a table illustrating estimates of underground vs. surface mine permits, small vs. large acreage permits and permits for tipples, preparation plants and impoundments and illustrating land and water liabilities separately, including the funded status of the water trust fund as well as the special reclamation fund;
 4. a table that combines the findings of b.2 and b.3;
 5. an analysis and discussion of the ability of the Program to support long term and/or perpetual liabilities;
 6. a one page executive summary of conclusions written in plain English with references to the body of the report;

7. **25 bound** original copies and an electronic **Microsoft Word 2007** copy of the final report.
- c. Provide a physical and an electronic copy of work papers, tables and models in **Microsoft Excel 2007** format;
- d. Provide three (3) on site consultations, which may include presentations at quarterly Council meetings or presentations to the Legislature, in addition to the entrance and exit conferences;
- e. Provide an onsite exit conference with the Special Reclamation Advisory Council and significant staff;
- f. Provide monthly status reports to the designated DEP representative.

3.8 Special Terms and Conditions:

Insurance Requirements:

Current and valid professional liability insurance certificates are required in the amount of \$1,000,000.00

License Requirements:

The actuary **must** be properly licensed and a member of the American Academy of Actuaries and **either** a Fellow of the Society of Actuaries **or** a Fellow of the Casualty Actuarial Society. The actuary **must** also demonstrate experience in providing actuarial rate setting and plan design services to a client involving environmental liabilities.

3.9 General Terms and Conditions

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Program.

Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

Certifications Related to Lobbying:

Vendor certified that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperating agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFQ and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Program with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its

responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Program.

Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Program, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor.

Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body. The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written

subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors as well as adhering to the schedule in 3.2.

Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of two (2) years, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Program ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Fund and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

Non-Appropriation of Funds:

If the Program is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Program may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Program shall give the vendor written notice of such non-allocation of funds as soon as possible after the Program receives notice. No penalty shall accrue to the Program in the event this provision is exercised.

Contract Termination:

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Program and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Program, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Program a written statement identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the Program at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Program on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Program with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$500 per day for failure to deliver a final report within 199 days of the issuance of the contract. This clause shall in no way be considered exclusive and shall not limit the State or Program's right to pursue to any other additional remedy to which the State or Program may have legal cause for action including further damages against the Vendor.

Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Program personnel at Vendor's location during normal business hours upon written request by Program within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Program to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Program against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

BID SCHEDULE DEP15120

Name of Firm:

Task	Hours	Total Bid Cost
Entrance Conference (3.7 a.)		
Actuarial Report (3.7 b. 1-7)		
Physical and electronic copies of work papers (3.7 c.)		
Three (3) on-site consultations (3.7 d.)		
Exit Conference (3.7 e.)		
Monthly status reports (3.7 f.)		
Grand Total		

Hourly Rates and Projected Work Distribution Assigned Staff:

	Hourly Rate	Projected Distribution
Partner	\$	
Senior Actuary	\$	
Staff Actuary	\$	
Actuary Assistant	\$	
Administrative Staff	\$	
Clerical Staff	\$	
Total	N/A	100%

The hourly rates listed are considered firm for Fiscal Year 2010 and FY2011. Ancillary expenses (travel, meals, lodging, etc.) are to be included in Total Proposed Cost and proposed hourly rates.

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: _____ Signed: _____

Date: _____ Title: _____

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of December, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____